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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY
AND
PUBLIC EMPLOYEES UNION
LOCAL # 1**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of Board of Supervisors' Resolution 81/1165 and has been jointly prepared by the parties.

The Labor Relations Manager (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board of Supervisors' Resolution 81/1165.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in units in which the Union is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees.

This MOU shall be presented to the Contra Costa County Board of Supervisors, as the governing board of the County and appropriate fire districts, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing October 1, 1999 and ending September 30, 2005.

Special provisions and restrictions pertaining to Project employees covered by this MOU are contained in Attachment A which is attached hereto and made a part hereof.

DEFINITIONS

Appointing Authority: Department Head unless otherwise provided by statute or ordinance.

Class: A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

Class Title: The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.

County: Contra Costa County.

DEFINITIONS

Demotion: The change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

Director of Human Resources: The person designated by the County Administrator to serve as the Assistant County Administrator-Human Resources Director.

Eligible: Any person whose name is on an employment or reemployment or layoff list for a given class.

Employee: A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his return.

Employment List: A list of persons who have been found qualified for employment in a specific class.

Layoff List: A list of persons who have occupied positions allocated to a class in the Merit System and who have been involuntarily separated by layoff or displacement or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have transferred in lieu of layoff or displacement.

Permanent-Intermittent Position: Any position which requires the services of an incumbent for an indefinite period, but on an intermittent basis, as needed, paid on an hourly basis.

Permanent Part-Time Position: Any position which will require the services of an incumbent for an indefinite period, but on a regularly scheduled less than full-time basis.

Permanent Position: Any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.

Project Employee: An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues.

Promotion: The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

Position: The assigned duties and responsibilities calling for the regular full-time, part-time or intermittent employment of a person.

Reallocation: The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, deep class resolutions or other ordinances.

Reclassification: The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.

Reemployment List: A list of persons who have occupied positions allocated to any class in the merit system and who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.

Resignation: The voluntary termination of permanent employment with the County.

Temporary Employment: Any employment in the Merit System which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.

Transfer: The change of an employee who has permanent status in a position to another position in the same class in a different department, or to another position in a class which is allocated to a range on the salary plan that is within five percent (5%) at top step as the class previously occupied by the employee.

Union: Local One

SECTION 1 - UNION RECOGNITION

The Union is the formally recognized employee organization for the representation units listed below, and such organization has been certified as such pursuant to Board of Supervisors' Resolution 81/1165.

Agriculture and Animal Services Unit
Attendant-LVN-Aide Unit
Building Trades Unit
Deputy Public Defenders Unit
Engineering Unit
Family and Children's Services

SECTION 2 - UNION SECURITY

General Services and Maintenance Unit
Health Services Unit
Investigative Unit
Library Unit
Probation Unit

SECTION 2 - UNION SECURITY

2.1 **Dues Deduction.** Pursuant to Board of Supervisors' Resolution 81/1165, only a majority representative may have dues deduction and as such the Union has the exclusive privilege of dues deduction or agency fee deduction for all employees in its units.

2.2 **Agency Shop.**

- A. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Union.
- B. All employees employed in a representation unit on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:
1. Become and remain a member of the Union or;
 2. Pay to the Union, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or
 3. Do both of the following:
 - a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - b. Pay a sum equal to the agency shop fee described in Section 2.2.B.2 to a non-religious, non-labor, charitable

fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.

- C. The Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Union's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.
- D. The provisions of Section 2.2.B.2 shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.
- E. Annually, the Union shall provide the Human Resources Director with copies of the financial report which the Union annually files with the California Public Employee Relations Board. Such report shall be available to employees in the unit. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed, and upon mutual agreement, this time limit may be extended to one hundred twenty (120) days.
- F. Compliance.
 - 1. An employee employed in or hired into a job class represented by the Union shall be provided with an Employee Authorization for Payroll Deduction card by the Human Resources Department.
 - 2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the union dues, agency shop fee, initiation fee or charitable contribution required under Section 2.2.B.3 are not received, the Union may, in writing, direct that the County withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Union.

SECTION 2 - UNION SECURITY

- G. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure following the adoption of this MOU by the County Board of Supervisors.
- H. The County Human Resources Department shall monthly furnish a list of all new hires to the Union.
- I. In the event that employees in a bargaining unit represented by the Union vote to rescind agency shop, the provisions of Section 2.4 and 2.5 shall apply to dues-paying members of the Union.

2.3 **Dues Form.** Employees hired on or after October 1, 1981, in classifications assigned to units represented by the Union shall, as a condition of employment, complete a Union dues authorization card provided by the Union and shall have deducted from their paychecks the membership dues of the Union. Said employees shall have thirty (30) days from the date of hire to decide if he/she does not want to become a member of the Union. Such decision not to become a member of the Union must be made in writing to the Auditor-Controller with a copy to the Labor Relations Service Unit within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Union.

Each such dues authorization form referenced above shall include a statement that the Union and the County have entered into a MOU, that the employee is required to authorize payroll deductions of Union dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his/her right to revoke said authorization.

2.4 **Maintenance of Membership.** All employees in units represented by the Union who are currently paying dues to the Union and all employees in such units who hereafter become members of the Union shall as a condition of

continued employment pay dues to the Union for the duration of this MOU and each year thereafter so long as the Union continues to represent the position to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.5.

2.5 Withdrawal of Membership. By notifying the Auditor-Controller's Department in writing, between August 1 and August 31, 2005, any employee may withdraw from Union membership and discontinue paying dues as of the payroll period commencing September 1, 2005 discontinuance of dues payments to then be reflected in the October 10, 2005 paycheck. Immediately upon close of the above mentioned thirty (30) day period the Auditor-Controller shall submit to the Union a list of the employees who have rescinded their authorization for dues deduction. This can only be accomplished if and when agency shop would be rescinded.

2.6 Communicating With Employees. The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with official organization business such as times and places of meetings and further provided that the employee organization appropriately posts and removes the information. The department head reserves the right to remove objectionable materials after notification to and discussion with the Union.

Representatives of the Union, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Department Head or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty employees.

The Union shall be allowed access to work locations in which it represents employees for the following purposes:

- a. To post literature on bulletin boards.
- b. To arrange for use of a meeting room.
- c. To leave and/or distribute a supply of literature as indicated above.
- d. To represent an employee on a grievance and/or to contact a union officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above

SECTION 2 - UNION SECURITY

purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

2.7 Use of County Buildings. The Union shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:

- a. Such space is available.
- b. There is no additional cost to the County.
- c. It does not interfere with normal County operations.
- d. Employees in attendance are not on duty and are not scheduled for duty.
- e. The meetings are on matters within the scope of representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

2.8 Advance Notice. The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions appointed by the Board, and to meet with the body considering the matter.

The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.

In cases of emergency when the Board, or boards and commissions appointed by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

2.9 Written Statement for New Employees. The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union. The

**SECTION 3 - NO DISCRIMINATION/AMERICANS WITH DISABILITIES
ACT (ADA)**

County will provide the employee with a packet of information which has been supplied by the Union and approved by the County.

2.10 **Assignment of Classes to Bargaining Units.** The County shall assign new classes in accordance with the following procedure:

- a. Initial Determination. When a new class title is established, the Labor Relations Manager shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time shall notify all recognized employee organizations of his/her determination.
- b. Final Determination. His/her determination is final unless within ten (10) days after notification a recognized employee organization requests in writing to meet and confer thereon.
- c. Meet and Confer and Other Steps. He/she shall meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after the ten (10) day period in Subsection b, unless otherwise mutually agreed. Thereafter, the procedures in cases of disagreement, arbitration referral and expenses, and criteria for determination shall conform to Board of Supervisor's Resolution 81/1165.

2.11 **Section 18 of 1977-79 MOU.** Section 18 of the 1977-1979 MOU between the County and Local No. 1 shall be continued for the duration of this MOU and shall be applicable to all units currently represented by Local No. 1.

**SECTION 3 - NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT
(ADA)**

There shall be no discrimination because of sex, race, creed, color, national origin, sexual orientation or union activities against any employee or applicant for employment by the County or by anyone employed by the County; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established for the position or from carrying out the duties of the position safely.

SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES

The Employer and the Union recognize that the Employer has an obligation to reasonably accommodate disabled employees. If by reason of the aforesaid requirement the Employer contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in conflict with any provision of this Agreement, the Union will be advised of such proposed accommodation. Upon request, the County will meet and confer with the Union on the impact of such accommodation. If the County and the Union do not reach agreement, the County may implement the accommodation if required by law without further negotiations. Nothing in this MOU shall preclude the County from taking actions necessary to comply with the requirements of ADA.

SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES

4.1 **Attendance at Meetings.** Employees designated as shop stewards or official representatives of the Union shall be allowed to attend meetings held by County agencies during regular working hours on County time as follows:

- a. If their attendance is required by the County at a specific meeting, including meetings of the Board of Supervisors.
- b. If their attendance is sought by a hearing body or presentation of testimony or other reasons.
- c. If their attendance is required for meetings scheduled at reasonable times agreeable to all parties, required for settlement of grievances filed pursuant to Section 25 - Grievance Procedure of this MOU.
- d. If they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties.
- e. If they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate department head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required, including meetings of the Board of Supervisors and Retirement Board where items which are within the scope of representation and involving Local No. 1 are to be discussed.

f. Shop stewards and union officials shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in union business. All arrangements for release time shall include the location, the estimated time needed and the general nature of the union business involved (e.g. grievance meeting, Skelly hearing).

4.2 Union-Sponsored Training Programs. The County shall provide a maximum of three hundred twenty (320) hours per year of release time for union designated stewards or officers to attend union-sponsored training programs.

Requests for release time shall be provided in writing to the Department and the County Human Resources Department at least fifteen (15) days in advance of the time requested. Department Heads will reasonably consider each request and notify the affected employee whether such request is approved within one (1) week of receipt.

4.3 Union Representatives. Official representatives of the Union shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Labor Relations Manager or other management representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed the below specified limits without prior approval of the Labor Relations Officer, and that advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head.

Agriculture and Animal Services	2	
Attendant-LVN-Aide		2
Building Trades		2
Deputy Public Defenders	1	
Engineering		2
Family and Children's Services	2	
General Services and Maintenance	6	
Health Services		5
Investigative		2
Library		2
Probation	2	

SECTION 5 - SALARIES

5.1 General Wage Increases.

A. Cost of Living Adjustment. Effective on the dates indicated, each represented classification shall be increased as indicated. These

SECTION 5 - SALARIES

increases shall not apply to employees in the Family and Children's Services Unit whose salaries are determined separately as noted in their Unit Items under Section 57.

October 1, 1999: 5.0% increase
October 1, 2000: 3.0% increase
October 1, 2001: 4.0% increase

Additionally, the following wage increases are effective for each employee except for those employees designated as safety employees (for retirement purposes):

October 1, 2002: 5.0% increase
October 1, 2003: 3.0% increase
October 1, 2004: 3.0% increase

Employees designated as safety employees (for retirement purposes) will receive the following wage increases:

October 1, 2002: 5.0% (less a 2.25% deduction for retirement benefits)
October 1, 2003: 5.0% (less a 2.25% deduction for retirement benefits)
October 1, 2004: 5.0% (less a 2.25% deduction for retirement benefits)
October 1, 2005: 5.0% (less a 2.25% deduction for retirement benefits)

The wage and retirement benefit provisions for safety employees represented by Public Employees Union, Local # 1 expire September 30, 2006.

B. Lump Sum Payment. A five percent (5%) Lump Sum Pay will be calculated for all eligible earnings. This includes employee regular pay, overtime pay and specific other earnings computed as a percentage of base pay from October 1, 1999 through October 31, 1999.

The October 1, 1999 increase will be paid retroactively in a lump sum payment to each employee for the period October 1, 1999 through October 31, 1999, without interest.

The payment amount thus computed will be paid on the December 10, 1999 pay warrant as a "Lump Sum Payment" and will be subject to normal tax withholding and retirement deduction requirements.

C. Special Equity Adjustments. In addition to the increases noted above in A, the classes listed below shall be received the following increased on the dates indicated by the percentages indicated:

<u>Class</u>	<u>Percent</u>	<u>Date</u>
Asst. P.W. Maintenance Coord.	3.0	10/01/99
Cardiac Ultra Sonographer	5.0	10/01/99
Clinical Pharmacist	7.0	10/01/99
Deputy Public Defender I-IV	2.0	10/01/99 &
	1.0	10/01/00
Equipment Operator II	3.0	10/01/99
Grounds Mntnce. Spec.-Irrig.	2.7	10/01/99
Jr. Radiological Technician	5.0	10/01/99
Lead Resource Center Attendant	5.0	10/01/99
Library Assistant-Journey	5.0	10/01/99 &
	1.55	01/01/00
Orthopedic Technician	3.0	10/01/99
Pharmacist I	7.0	10/01/99
Pharmacist II	6.0	10/01/99
Pharmacist Technician	6.0	10/01/99
Public Defender Invest. Aide	3.5	10/01/99
Public Defender Invest. I and II	3.5	10/01/99
Road Maintenance Carpenter	3.0	10/01/99
Specialty Crew Leader	3.0	10/01/99
Sr. P.D. Investigator Aide	3.5	10/01/99
Sr. Radiological Technician	5.0	10/01/99
Ultrasound Technologist I	5.0	10/01/99
Ultrasound Technologist II	5.0	10/01/99
Vegetation Management Tech.	3.0	10/01/99
Wthr/Home Assess/Repair Spec.	5.0	10/01/99
Weather. Home Rep. Spec.-Proj.	5.0	10/01/99

5.2 Pay Equity. New Pay Equity Master Agreement. The County and the below listed Employee Organizations which participated in the Pay Equity Study jointly agree to provisions in this new Pay Equity Master Agreement executed in May 1995.

In executing this agreement, both the County and the participating Employee Organizations (CCCEA Local One, AFSCME Locals 2700 and 512, SEIU 535, California Nurses Association, Western Council of Engineers and the Appraisers' Association) state their intent that (1) the provisions of the Pay Equity Master Agreement contained herein shall stand separate from other terms and conditions of employment which may be negotiated and adopted in Memoranda of Understanding between the County and the individual participating Employee Organizations and that (2) the provisions of the Pay Equity Master Agreement will remain in place as the basis under which all represented pay equity classes will

SECTION 5 - SALARIES

be granted adjustments until all remaining classes reach the trend line or until such time as the parties mutually agree to modify or terminate this agreement.

This agreement shall be presented to the Contra Costa County Board of Supervisors as the joint recommendation of the undersigned.

1. Scope of Agreement. The County and the participating Employee Organizations agree that provisions contained herein will fully supersede and replace the February 1993 Supplemental MOU on Pay Equity.

2. Adoption of Fixed Payout Formula. The County and the participating Employee Organizations agree to adopt a pay equity fixed payout formula described below in 3 which will remain in effect until all pay equity classes are adjusted to the trend line, or until such time as the parties mutually agree to modify or terminate this agreement.

3. Operation of Formula. The pay equity fixed payout formula shall be computed as follows: The annual value of the general salary increase for all classifications represented only by the participating Employee Organizations (CCCEA Local No. 1, AFSCME Locals 2700 and 512, SEIU Local 535, California Nurses Association, Western Council of Engineers, and the Appraisers' Association) and Management and Unrepresented employees, shall be totaled and multiplied by a factor of twenty percent (20%).

The fixed amount of money derived from this calculation shall constitute the total pay equity increase for all classes below the trend line represented by the participating Employee Organizations and for all Management and Unrepresented classes below the trend line.

The manner in which the pay equity increase will be distributed to all represented classes below the trend line shall be determined by the participating Employee Organizations who shall consider only (1) whether classes farthest from the trend line shall receive a greater percentage adjustment than classes closer to the trend line, and (2) at what percentage distance below the trend line to apply any differing percentage adjustment.

If upon review, the County finds that the manner in which the Employee Organizations have structured the distribution is unacceptable, the County and the Employee Organizations shall meet and confer.

4. Effective Dates. The County agrees that any pay equity increases will be effective ninety (90) days from the effective date of any general salary increases.

5. **Indemnification.** Each participating union will promise not to bring or support comparable worth or pay equity litigation against Contra Costa County or any agent, servant, officer, or employee of Contra Costa County and further promise that in the event litigation advancing comparable worth or pay equity claims is brought against the County or any of its agents, servant, officers, or employees, within five (5) years from the effective date of this agreement between the County and the participating Employee Organizations, by any person(s) employed or formerly employed in a class(es) represented by the participating unions, the union(s) representing such class(es) shall each pay up to five thousand dollars (\$5000) of the County's attorney fees and costs; provided that the union is not named as a co-defendant in such litigation.

5.3 Entrance Salary. Except as otherwise permitted in deep class resolutions, new employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range if mutually agreeable guidelines have been developed in advance or the Human Resources Director offers to meet confer with the Union on a case by case basis each time prior to formalizing the appointment.

5.4 Anniversary Dates. Except as may otherwise be provided for in deep class resolutions, anniversary dates will be set as follows:

- a. **New Employees.** The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- b. **Promotions.** The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.4.a above.
- c. **Demotions.** The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.
- d. **Transfer, Reallocation & Reclassification.** The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five

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percent (5%) of the top step of the previous classification, remains unchanged.

- e. Reemployments. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.
- f. Notwithstanding other provisions of this Section 5, the anniversary of an employee who is appointed to a classified position from outside the County's merit system at a rate above the minimum salary for the employee's new class, or who is transferred from another governmental entity to this County's merit system, is one (1) year from the first day of the calendar month after the calendar month when the employee was appointed or transferred; provided however, when the appointment or transfer is effective on the employee's first regularly scheduled work day of that month, his/her anniversary date is one (1) year after the first calendar day of that month.

5.5 Increments Within Range. The performance of each employee, except those of employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.4 to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary which must be set at the time the original report is returned.

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within range increment be granted at one time, except as otherwise provided in deep class resolutions. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

5.6 Part-Time Compensation. A part-time employee shall be paid a monthly salary in the same ratio to the full-time monthly rate to which the

employee would be entitled as a full-time employee under the provisions of this Section 5 as the number of hours per week in the employee's part-time work schedule bears to the number of hours in the full-time work schedule of the department.

5.7 Compensation for Portion of Month. Any employee who works less than any full calendar month, except when on earned vacation or authorized sick leave, shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month; but if the employment is intermittent, compensation shall be on an hourly basis.

5.8 Position Reclassification. An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary schedule as is the class of the position before it was reclassified, shall be paid at the same step of the range as the employee received under the previous classification.

An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been reclassified, the salary of the incumbent shall be reduced to the maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.10 - Salary on Promotion.

5.9 Salary Reallocation & Salary on Reallocation.

A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.

SECTION 5 - SALARIES

- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in Section 5.9.A above, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.
- C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary.
- D. In the event of reallocation to a deep class, the provisions of the deep class resolution and incumbent salary allocations, if any, shall supersede Section 5.10.

5.10 Salary on Promotion. Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.14, shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided however that the next step shall not exceed the maximum salary for the higher class. In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

5.11 Salary on Involuntary Demotion. Any employee who is demoted, except as provided under Section 5.12, shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he/she has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class.

Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which he/she would have achieved had he/she been continuously in the position to which he/she has been demoted, all within-range increments having been granted.

5.12 Salary on Voluntary Demotion. Whenever any employee voluntarily demotes to a position in a class having a salary schedule lower than that of the class from which he or she demotes, his or her salary shall remain the same if the steps in his or her new (demoted) salary range permit, and if not, the new salary shall be set at the step next below former salary.

5.13 Salary on Transfer. An employee who is transferred from one position to another as described under Transfer shall be placed at the step in the salary range of the new class which equals the rate of pay received before the transfer. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the employee shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the employee shall be placed at the step which is next lower than the salary received in the old range.

Whenever a permanent employee transfers to or from a deep class, as provided in the appropriate deep class resolutions, the salary of the employee shall be set as provided in the deep class resolutions at a step not to exceed a five percent (5%) increase in the employee's base salary.

However, if the deep class transfer occurs to or from a deep class with specified levels identified for certain positions and their incumbents, the employee's salary in the new class shall be set in accordance with the section on Salary on Promotion if the employee is transferring to another class or to a level in a deep class for which the salary is at least five percent (5%) above the top base step of the deep class level or class in which they have status currently.

5.14 Pay for Work in Higher Classification. When an employee in a permanent position in the merit system or an employee in the Family and Children's Service Unit is required to work in a classification for which the

SECTION 5 - SALARIES

compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Subsection 5.10 - Salary on Promotion of this Memorandum, commencing on the 41st consecutive hour in the assignment, under the following conditions:

- a. When an employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.
- b. The nature of the departmental assignment is such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.
- c. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- d. Pay for work in a higher classification shall not be utilized as a promotional procedure provided in this Memorandum.
- e. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- f. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within thirty (30) days no additional waiting period will be required.
- g. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and hazardous duty differential) accruing to the employee in his/her permanent position shall continue.
- h. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged.

SECTION 6 - DAYS AND HOURS OF WORK

- i. Allowable overtime pay, shift differentials and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

5.15 **Payment.** On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his/her warrant upon the Treasurer in favor of such employee.

The advance shall be in an amount equal to one-third (1/3) or less (at the option of the employee) of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

The election to receive the advance shall be made on the prescribed form (form M-208, revised 5/81) and submitted by the fifteenth (15th) of the month to the department payroll clerk who will forward the card with the Salary Advance Transmittal/Deviation Report to the Auditor-Controller payroll section.

Such an election would be effective in the month of the submission and would remain effective until revoked.

In the case of an election made pursuant to this Section 5.15 all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

SECTION 6 - DAYS AND HOURS OF WORK

The normal work week of County employees is forty (40) hours between 12:01 a.m. Monday to 12:00 midnight Sunday, usually five (5) eight (8) hour days; for twenty-four (24) hour shift employees of the Health Services Department, the normal work week is forty (40) hours between 12:01 a.m. Sunday to 12:00 midnight Saturday. However, where operational requirements of a department require deviations from the usual pattern of five (5) eight (8) hour days per work week, an employee's work hours may be scheduled to meet these requirements. The Department Head shall prepare written schedules in advance to support all deviations encompassing the complete operational cycle contemplated.

The work week for employees in the 4/10 shift is four (4) ten (10) hour working days during a work week consisting of any seven (7) day period. If the County wants to eliminate any existing 4/10 shift and substitute a 5/8 shift or to institute a 4/10 shift which does not allow for three (3) consecutive days off (excluding

SECTION 7 - OVERTIME AND COMPENSATORY TIME

overtime days or a change of shift assignment), or change existing work schedules or existing hours of work, it will meet and confer with the Union prior to implementing said new shift or hours change. This obligation does not apply where there is an existing system for reassigning employees to different shifts or different starting/stopping times. Nothing herein prohibits affected employees and their supervisor from mutually agreeing on a change in existing hours of work provided other employees are not adversely impacted.

SECTION 7 - OVERTIME AND COMPENSATORY TIME

7.1 **Overtime.** Overtime is any authorized work performed in excess of forty (40) hours per week or eight (8) hours per day. Overtime for 4/10 shift employees is any work performed beyond ten (10) hours per day or forty (40) hours per week. All overtime shall be compensated for at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and other special differentials).

Overtime for permanent employees is earned and credited in a minimum of one-tenth hour increments and is compensated by either pay or compensatory time off.

Employees entitled to overtime credit for holidays in positions which work around the clock (such as the County Hospital, the Sheriff's Office and Jails, and the Juvenile Hall and Boys' Ranch) shall be provided a choice as to whether they shall be paid at the overtime rate or shall receive compensatory time off at the rate of one and one-half (1-1/2) hours compensatory time off for each hour worked. Such compensatory time off, and the accumulation thereof shall be in addition to the total vacation accumulation permitted under the terms of this MOU. The specific provision of this accumulation are set forth in Section 12.5 of this MOU. Regular overtime for twenty-four (24) hour institutional employees may be accrued as compensatory time in accordance with Section 7.2 of this MOU.

7.2 **Compensatory Time.** The following provisions shall apply:

- a. Employees may periodically elect to accrue compensatory time off in lieu of overtime pay. Eligible employees must notify their Department Head or his or her designee of their intention to accrue compensatory time off or to receive overtime pay at least thirty (30) days in advance of the change.
- b. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the Department. Employees who become eligible (i.e., newly hired employees, employees promoting, demoting, etc.) for compensatory time off in

SECTION 7 - OVERTIME AND COMPENSATORY TIME

accordance with these guidelines must elect to accrue compensatory time or they will be paid for authorized overtime hours worked.

- c. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.
- d. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e., eighty (80) hours at time and one-half). Once the maximum balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.
- e. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in d above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.
- f. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his/her designee and the employee. Compensatory time off shall not be taken when the employee should be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or his or her designee.
- g. When an employee promotes, demotes or transfers from one classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time off balance will be carried forward with the employee.
- h. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as set forth in i below.
- i. Since employees accrue compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked, they shall be paid their accrued hours of compensatory time at the straight time rate of pay whenever:

SECTION 8 - CALL BACK TIME

1. The employee changes status and is no longer eligible for compensatory time off.
 2. The employee promotes, demotes or transfer to another department.
 3. The employee separates from County service.
 4. The employee retires.
- j. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this Section.

SECTION 8 - CALL BACK TIME

Any employee who is called back to duty shall be paid at the appropriate rate for the actual time worked plus one (1) hour. Such employee called back shall be paid a minimum of two (2) hours at the appropriate rate for each call back.

SECTION 9 - ON-CALL DUTY

On-call duty is any time other than time when the employee is actually on duty during which an employee is not required to be on County premises, but stand ready to immediately report for duty and must arrange so that his/her supervisor can reach him/her on ten (10) minutes notice or less. An employee assigned to on-call time shall be paid one (1) hour of straight time credit for each four (4) hours of such on-call time unless otherwise provided in the supplemental sections of this Agreement. Where on-call arrangements exist, the Department Head shall designate which employees are on-call unless otherwise provided in the supplemental sections of this Agreement.

SECTION 10 - SHIFT DIFFERENTIAL

In the hours which qualify for shift differential, employees shall receive five percent (5%) above their base salary rate.

To qualify for shift differential, an employee must have a regularly assigned daily work schedule which requires:

SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT

- a. Completion of more than one and one-half (1-1/2) hours over the normal actual working time; or
- b. At least four (4) hours of actual working time from 5:00 p.m. through 9:00 a.m. inclusive. However, employees who have been regularly working a shift qualifying for shift differential immediately preceding the commencement of a vacation, paid sick leave period, paid disability or other paid leave, will have shift differential included in computing the pay for their leave. The paid leave of an employee who is on a rotating shift schedule shall include the shift differential that would have been received had the employee worked the shift for which the employee was scheduled during such period. Shift differential shall only be paid during paid sick leave and paid disability as provided above for the first thirty (30) calendar days of each absence.

SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT

11.1 Workforce Reduction. In the event that funding reductions or shortfalls in funding occur in a department or are expected, which may result in layoffs, the department will notify the union and take the following actions:

- a. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- b. Advise employees in those classifications that position reductions may occur in their classifications.
- c. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.
- d. Consider employee requests to reduce their position hours from full-time to part-time to alleviate the impact of the potential layoffs.
- e. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).
- f. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team (TET) program to:

SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT

1. Maintain an employee skills inventory bank to be used as a basis for referrals to other employment opportunities.
 2. Determine if there are other positions to which employees may be transferred.
 3. Refer interested persons to vacancies which occur in other job classes for which they qualify and can use their layoff eligibility.
 4. Establish workshops to aid laid off employees in areas such as resume preparation, alternate career counseling, job search strategy, and interviewing skills.
- g. When it appears to the Department Head and/or Labor Relations Manager that the Board of Supervisors may take action which will result in the layoff of employees in a representation unit, the Labor Relations Manager shall notify the Union of the possibility of such layoffs and shall meet and confer with the Union regarding the implementation of the action.

11.2 Separation Through Layoff.

- A. Grounds for Layoff. Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).
- B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.
- C. Layoff By Displacement.
1. In the Same Class. A laid off permanent full-time employee may displace an employee in the department having less seniority in the same class who occupies permanent-intermittent or permanent part-time position, the least senior employee being displaced first.
 2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the

department and in the class an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.

D. Particular Rules on Displacing.

1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.
2. A permanent full-time employee may displace any intermittent or part-time employee with less seniority 1) in the same class as provided in Section 11.2.C.1 or, 2) in a class of the same or lower salary level as provided in Section 11.2.C.2 if no full-time employee in a class at the same or lower salary level has less seniority than the displacing employees.
3. Former permanent full-time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Human Resources Director or designee retain their permanent full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.

E. Seniority. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent of the former class, shall carry the seniority accrued in the former class into the new class. Employees reallocated to a new deep class upon its initiation or otherwise reallocated to a deep class because the duties of the position occupied are appropriately described in the deep class shall carry into the deep class the seniority accrued or carried forward in the former class and seniority accrued in other classes which have been included in the deep class.

Service for layoff and displacement purposes includes only the employee's last continuous permanent County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be

SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT

authorized if the employee is reemployed in a permanent position within the employee's layoff eligibility. Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

- F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or has voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the Layoff list for the class of positions from which that person has been removed.
- G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced demoted, or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.
- H. Duration of Layoff & Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of four (4) years.
- I. Certification of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list

SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT

shall be appointed at the same step of the salary range the employee held on the day of layoff.

J. Removal of Names from Layoff Lists. The Human Resources Director may remove the name of any eligible from a layoff list for any reason listed below:

1. For any cause stipulated in Section 404.1 of the Personnel Management Regulations.
2. On evidence that the eligible cannot be located by postal authorities.
3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible.
5. If the eligible fails to respond to the Human Resources Director or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.

If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed. However, if the first permanent appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list. Any subsequent appointment of such person from the layoff list shall result in removal of that person's name.

K. Removal of Names from Reemployment and Layoff Certifications. The Human Resources Director may remove the name of any eligible from a reemployment or layoff certification if the eligible fails to respond within five (5) days to a written notice of certification mailed to the person's last known address.

11.3 Notice. The County agrees to give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment.

11.4 Special Employment Lists. The County will establish a TET Employment Pool which will include the names of all laid off County employees.

SECTION 12 - HOLIDAYS

Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s).

11.5 Reassignment of Laid Off Employees. Employees who displaced within the same classification from full-time to part-time or intermittent status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or increased hours). The request must be in writing in accord with each department's reassignment bid or selection process. Employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status at the time of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

SECTION 12 - HOLIDAYS

12.1 Holidays Observed. The County will observe the following holidays:

- a. January 1st, known as New Year's Day
3rd Monday in January known as Dr. M. L. King, Jr. Day
3rd Monday in February, known as Presidents' Day
The last Monday in May, known as Memorial Day
July 4th, known as Independence Day
First Monday in September, known as Labor Day
November 11th, known as Veterans Day
4th Thursday in November, known as Thanksgiving
The day after Thanksgiving
December 25th, known as Christmas Day

Such other days as the Board of Supervisors may by resolution designate as holidays.

- b. Each full-time employee shall accrue two (2) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth hour (6 minutes), and preference of personal holidays shall be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee shall be paid for any

unused personal holiday credits at the employee's then current pay rate.

- c. Employees in positions which work around the clock shall in addition to those holidays specified in Section 12.1.a celebrate Admission Day, Columbus Day, and Lincoln's Day as holidays, but shall not accrue the two (2) hours per month of personal holiday credit referenced in Section 12.1.b above.

12.2 Application of Holiday Credit. The following provisions indicate how holiday credit is to be applied:

- a. Employees on the five (5) day forty (40) hour Monday through Friday work schedule shall be entitled to a holiday whenever a holiday is observed pursuant to the schedule cited above.
- b. Employees on a work schedule other than Monday through Friday shall be entitled to credit for any holiday, whether worked or not, observed by employees on the regular schedule; conversely, such employees will not receive credit for any holiday not observed by employees on the regular schedule even though they work the holiday.
- c. Employees will be paid one and one-half (1-1/2) times their basic salary rate for holidays actually worked in addition to regular pay for the holiday.

The purpose of this plan is to equalize holidays between employees on regular work schedule and those on other work schedules.

If a holiday falls on the days off of an employee on a schedule other than Monday through Friday, the employee shall be given credit for overtime or granted time off on the employee's next scheduled work day. Employees who are not permitted to take holidays because of the nature of their work are entitled to overtime pay as specified by this MOU.

If any holiday listed in Section 12.1.a above falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday listed in Section 12.1.a falls on a Sunday, it shall be celebrated on the following Monday. For employees in the Health Services Department (only) assigned to units or services on a shift operational cycle which includes Saturday or Sunday as designated by the appointing authority (rather than Monday through Friday eight (8) hours per day or a designated 4/10 or 9/80 schedule) holidays shall be observed on

SECTION 12 - HOLIDAYS

the day on which the holiday falls regardless if it is a Saturday or Sunday.

12.3 **Holiday Credit for Part-Time Employees.** Permanent part-time employees shall receive holiday credit in the same ratio to the holiday credit given full-time employees as the number of hours per week in the part-time employee's schedule bear to the number of hours in the regular full-time schedule, regardless of whether the holiday falls on the part-time employee's regular work day. Permanent part-time and permanent-intermittent employees who work on a holiday shall receive overtime pay or compensatory time credit for all hours worked, up to a maximum of eight (8).

12.4 **4/10 Shift - Holidays.**

A. **Holiday Shift Pay.** Each 4/10 shift employee who works a full shift on a holiday shall receive time and one-half for the first eight (8) hours worked in addition to regular pay for the holiday. Holiday shift pay shall be subject to provisions of Section 7.

B. **Absence on Holiday.** The maximum time charged to sick leave, vacation or leave without pay on a holiday shall be two (2) hours.

12.5 **Accrual of Holiday Time.** Employees entitled to overtime credit in positions which work around the clock shall be permitted to elect between pay at the overtime rate or compensatory time off in recognition of holidays worked.

The following procedures shall apply to this selection:

- a. Any person who is eligible and who elects to accrue holiday time must agree to do so for a full fiscal year (July 1 through June 30), or the remainder thereof, unless otherwise specified by the Board.
- b. Employees starting work after a list of those electing to accrue holiday time has been submitted to the Auditor and approved, will be paid overtime unless they specifically requested in writing within seven (7) calendar days to be placed on the accrual list.
- c. Holiday time shall be accrued at the rate of one and one-half (1-1/2) times the actual hours worked to a maximum of eight (8) hours worked by the employee.
- d. Holiday time may not be accumulated in excess of two hundred eighty-eight (288) working hours. Holiday time may be accrued up to two hundred eighty-eight (288) hours, exclusive of regular vacation accruals. After two hundred eighty-eight (288) hours, holiday time shall be paid at the overtime rates as specified in Section 7.

SECTION 13 - VACATION LEAVE

- e. Accrued holiday time may be taken off at times determined by mutual agreement of the employee and the Department Head.
- f. Accrued holiday time shall be paid off only upon a change in status of the employee such as separation, transfer to another department or reassignment to a permanent-intermittent position.

SECTION 13 - VACATION LEAVE

13.1 Vacation Allowance. Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.8 of this MOU. Vacation credits may be taken in one-tenth hour (six minute) increments but may not be taken during the first six (6) months of employment (not necessarily synonymous with probationary status) except where sick leave has been exhausted; and none shall be allowed in excess of actual accrual at the time vacation is taken.

13.2 Vacation Leave on Reemployment From a Layoff List. Employees with six months or more service in a permanent position prior to their layoff, who are employed from a layoff list, shall be considered as having completed six months tenure in a permanent position for the purpose of vacation leave. The appointing authority or designee will advise the Auditor-Controller's Payroll Unit in each case where such vacation is authorized so that appropriate payroll system override actions can be taken.

13.3 Vacation Accrual Rates. For employees hired into a class in any bargaining unit covered by this MOU prior to September 1, 1979 the rates at which vacation credits accrue and the maximum accumulation thereof are as follows:

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 11 years	10	240
11 years	10-2/3	256
12 years	11-1/3	272
13 years	12	288
14 years	12-2/3	304
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480

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30 years and up

23-1/3

560

For employees hired into a class of one of the following bargaining units on or after September 1, 1979 the rates at which vacation credits accrue, and the maximum accumulation thereof, are as follows: Agriculture/Animal Services, Building Trades, Engineering, General Services & Maintenance, and Probation Units.

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>		<u>Maximum Cumulative Hours</u>
Under 5 years	6-2/3	160	
5 through 10 years	10		240
11 years	10-2/3		256
12 years	11-1/3		272
13 years	12		288
14 years	12-2/3		304
15 through 19 years	13-1/3	320	
20 through 24 years	16-2/3	400	
25 through 29 years	20	480	
30 years and up	23-1/3	560	

13.4 Bridged Service Time. Employees who are rehired and have their service bridged in accordance with the provisions of this MOU shall accrue vacation in accordance with the accrual formula for employees hired after September 1, 1979. However, prior service time which has been bridged shall count toward longevity accrual.

13.5 Accrual During Leave Without Pay. No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

13.6 Vacation Allowance for Separated Employees. On separation from County service, an employee shall be paid for any unused vacation credits at the employee's then current pay rate.

13.7 Vacation Preference. Use of vacation accruals is by mutual agreement between the employee and the supervisor and preference of vacation shall be given to employees according to their seniority in their department as reasonably as possible unless otherwise provided in the supplemental sections of this Agreement.

SECTION 14 - SICK LEAVE

14.1 Purpose of Sick Leave. The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the County and may be used only as authorized; it is not paid time off which employees may use for personal activities.

14.2 Credits to and Charges Against Sick Leave. Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of

SECTION 14 - SICK LEAVE

service, as prescribed by County Salary Regulations and Memoranda of Understanding. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one-tenth hour (6 minutes) increments.

Unused sick leave credits accumulate from year to year.

When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if reemployed in a permanent position within the period of layoff eligibility.

As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one day of retirement service credit for each day of accumulated sick leave credit.

14.3 Policies Governing the Use of Paid Sick Leave. As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

"Immediate Family" means and includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, or stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

"Employee" means any person employed by Contra Costa County in an allocated position in the County service.

"Paid Sick Leave Credits" means those sick leave credits provided for by County Salary Regulations and Memoranda of Understanding.

"Condition/Reason". With respect to necessary verbal contacts and confirmations which occur between the department and the employee when sick leave is requested or verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.

Accumulated paid sick leave credits may be used, subject to appointing authority approval, by an employee in pay status, but only in the following instances:

- a. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.

- b. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
 - 1. An application for retirement due to disability has been filed with the Retirement Board.
 - 2. Satisfactory medical evidence of such disability is received by the appointing authority within 30 days of the start of use of sick leave for permanent disability.
 - 3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.

- c. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.

- d. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
 - 1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of

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the commencement of the disability as well as the date the physician anticipates the disability to terminate.

2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
3. Sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.

e. Medical and Dental Appointments. An employee may use paid sick leave credits:

1. For working time used in keeping medical and dental appointments for the employee's own care; and
2. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.

f. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.

g. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.

h. Legal Adoption of a Child. Paid sick leave credits may be used by an employee upon adoption of the child.

i. Accumulated paid sick leave credits may not be used in the following situations:

1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he/she is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

14.4 **Administration of Sick Leave**. The proper administration of sick leave is a responsibility of the employee and the department head. Unless otherwise provided in the supplemental sections of this MOU, the following procedures apply:

a. Employee Responsibilities

1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.
2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.

b. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action.

Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The department head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more

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working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 14.4.a.
2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.
3. Obtaining the employee's written statement of explanation regarding the sick leave claim.
4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.
5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

Department heads are responsible for establishing timekeeping procedures which will insure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator.

To help assure uniform policy application, the Director of Human Resources or designated management staff of the County Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.

14.5 Disability.

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employees duties.

- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employees paid time a physical, medical examination by a licensed physician and/or a psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.

- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Director of Human Resources may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.

- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he/she deems necessary in accordance with appropriate provisions of this MOU.

- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (a) or (b) above, the employee shall be given notice of the proposed leave of

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absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:

1. A statement of the leave of absence or suspension proposed.
 2. The proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee.
 3. A statement of the basis upon which the action is being taken.
 4. A statement that the employee may review the materials upon which the action is taken.
 5. A statement that the employee has until a specified date (not less than seven (7) work days from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.
- G. The employee to whom the notice has been delivered or mailed shall have seven (7) work days to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by mail, effective either upon personal delivery or deposit in the US Postal Service.
- I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the Human Resources Director to the Merit Board. Alternatively, the employee may file a written election with the Human Resources Director waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.
- J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:

1. The physical or mental health condition cited by the appointing authority does not exist, or
 2. The physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.
- K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Human Resources Director to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.
- L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.

Scope of the Arbitrator's Review.

1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
2. The arbitrator may make his decision based only on evidence submitted by the County and the employee.
3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.
4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's union.

14.6 Workers' Compensation. A permanent non-safety employee shall continue to receive the appropriate percent of regular monthly salary for all accepted claims filed before January 1, 2000, during any period of compensable temporary disability absence not to exceed one year. For all accepted claims filed with the County on or after January 1, 2000, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 87% to 86%. If

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Workers' Compensation becomes taxable, the County agrees to restore the original benefit level (100% of monthly salary) and the parties shall meet and confer with respect to funding the increased cost.

A. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

B. Continuing Pay. A permanent employee shall receive 86% of regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation under Workers' Compensation Law set forth in Division 4 of the California Labor Code. When any disability becomes medically permanent and stationary, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

Employees shall be entitled to a maximum of one (1) year of continuing pay benefits

C. Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically permanent/stationary, or until one (1) year of continuing pay, whichever comes first provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division.

Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled work day whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

- D. If an injured employee remains eligible for temporary disability beyond one year, applicable salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits (vacation charges to be approved by the department and the employee). If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

- E. Rehabilitation Integration. An injured employee who is eligible for Workers' Compensation rehabilitation temporary disability benefits and whose disability is medically permanent and stationary will continue to receive salary by integrating sick leave and/or vacation accruals with Workers' Compensation rehabilitation temporary disability benefits until those accruals are exhausted. Thereafter, the rehabilitation temporary disability benefits will be paid directly to the employee.

- F. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.

- G. Method of Integration. An employee's sick leave and/or vacation charges shall be calculated as follows: $C = 8 [1 - (W \div S)]$

C = Sick leave or vacation charge per day (in hours)
W = Statutory Workers' Compensation for a month
S = Monthly salary

For example:

W = \$960 per month Workers' Compensation
S = \$1667 per month salary
8 = 8 hours
C = Hours to be charged to Sick Leave

$C = 8 [1 - (\$960 \div \$1,667)]$

SECTION 15 - CATASTROPHIC LEAVE BANK

$$C = 8 [1 - (.5758)]$$

$$C = 8 (.4242)$$

$$C = 3.39$$

3 hours chargeable to sick leave

5 hours chargeable to Workers' Compensation

14.7 **Rehabilitation Program.** On May 26, 1981, the Board of Supervisors established a Labor-Management Committee to administer a rehabilitation program for disabled employees. It is understood that the benefits specified above in this Section 14 shall be coordinated with the rehabilitation program as determined by the Labor-Management Committee. The Rehabilitation Committee will meet within sixty (60) days of ratification of this MOU. The County will schedule committee meetings on a quarterly basis.

14.8 **Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or an unpaid military leave shall accrue any sick leave credits during the time of such leave nor shall an employee who is absent without pay accrue sick leave credits during the absence.

SECTION 15 - CATASTROPHIC LEAVE BANK

15.1 **Program Design.** The County Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability which manifests itself during employment.

15.2 **Operation.** The plan will be administered under the direction of the Director of Human Resources. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County

SECTION 15 - CATASTROPHIC LEAVE BANK

Administrator and three (3) members appointed by the majority representative employee organizations. The committee shall meet as necessary to consider all requests for credits and shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requester basis.

Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.

Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donation from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.

No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.

No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account.

SECTION 16 - STATE DISABILITY INSURANCE (SDI)

The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

SECTION 16 - STATE DISABILITY INSURANCE (SDI)

16.1 **General Provisions.** The California SDI program provides disability benefits beginning on the eighth (8th) calendar day of a qualifying disability unless the employee is hospitalized. Upon hospitalization, benefits can be payable from the first day of the disability. If the disability exceeds fourteen (14) calendar days, benefits can be payable from the first day of the disability. The maximum period of state disability payments is up to one (1) year. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California.

Integration means that employees will be required to use sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off on SDI, the department will make appropriate integration adjustments, including retroactive adjustments if necessary. Employees must inform their department of hospitalization in a timely manner in order for the department to make appropriate integration adjustments. State Disability benefit payments will be sent directly to the employees at their home address by the State of California.

When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee's base monthly salary, accruals other than sick leave may be used. These accruals may be used only to the extent that total payments do not exceed the employee's base monthly salary.

16.2 **Procedures.** Employees with more than 1.2 hours of sick leave accruals at the beginning of the disability integration period must integrate their sick leave accrual usage with their SDI benefit to the maximum extent possible.

When employees have 1.2 hours or less of sick leave accruals at the beginning of the disability integration period, the department shall automatically use 0.1 hour of sick leave per month for the duration of their SDI benefit.

When sick leave accruals are totally exhausted, integration with the SDI benefit terminates. An employee may use any other accruals without reference to or integration with the SDI benefit.

When the SDI benefit is exhausted, sick leave integration terminates. Then the employee may use sick leave or other accruals.

Employees with no sick leave balance at the beginning of the disability integration period may use any other accruals without reference to or integration with the SDI benefit.

Employees whose SDI claims are denied must present a copy of their claim denial to their department. The department will then authorize use of unused sick leave and shall authorize the use of other accruals as appropriate.

Employees may contact the Human Resources Department, Benefits Division, for assistance in resolving problems.

16.3 **Method of Integration.** Until an employee has a balance of 1.2 hours of sick leave, the employee's sick leave accrual charges while receiving SDI benefits shall be calculated each month.

The amount of sick leave charged each employee will be calculated in the following manner:

The percentage of base monthly salary not covered by the SDI benefit will be applied to the daily hours in the employee's schedule and that number of sick leave hours will be charged against the employee's sick leave accruals.

For purposes of integration with the SDI program, all full-time employees' schedules will be converted to 8-hour/5-day weekly work schedules during the period of integration. The formula for full-time employees' sick leave integration charges is shown below:

- L = $[(S-D) \div S] \times 8$
- S = Employee Base Monthly Salary
- H = Estimated Highest Quarter (3-mos) Earnings [H = S x 3]
- W = Weekly SDI Benefit from State of California SDI Weekly Benefit Table
- C = Calendar Days in each Month
- D = Est. Monthly SDI Benefit [D = (W ÷ 7) x C]
- L = Sick Leave Charged per Day

Permanent part-time, permanent-intermittent employees, and those full-time employees working a light/limited duty reduced schedule program shall have their sick leave integration adjusted accordingly.

16.4 **Definition.** "Base Monthly Salary" for purposes of sick leave integration is defined as the salary amount for the employee's step on the salary schedule for the employee's permanent classification as shown in the "Salary"

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field on the On-Line Payroll Time Reporting System used by departments for payroll reporting purposes.

SECTION 17 - LEAVE OF ABSENCE

17.1 **Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care shall be granted in accordance with applicable state and federal law.

17.2 **General Administration - Leaves of Absence.** Requests for leave without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

- A. Leave without pay may be granted for any of the following reasons:
1. Illness or disability.
 2. Pregnancy.
 3. Parental.
 4. To take a course of study such as will increase the employee's usefulness on return to the position.
 5. For other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for family care shall be granted to an employee who so

requests it for up to eighteen (18) weeks in each calendar year period in accordance with Section 17.5 below.

- E. Whenever an employee who has been granted a leave without any pay desires to return before the expiration of such leave, the employee shall submit a request to the appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.
- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, or serious health condition, the decision of the appointing authority on granting or denying a leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in this MOU.

17.3 Furlough Days Without Pay (VTO). Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.8 (Compensation for Portion of Month) of this MOU. Full-time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday, and any other payroll computed accruals computed as though they had worked the furlough time. When computing vacation, sick leave, floating holiday, and other accrual credits for employees taking furlough time, this provision shall supersede Section 12.1, 13.1, 13.3, 14.2 and 14.8 of this MOU regarding the computation of vacation, sick leave, floating holiday, and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing VTO program shall be continued for the life of the contract.

17.4 Military Leave. Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency shall be granted a leave of absence in accordance with applicable state or federal laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position in the

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classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in County service.

Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

17.5 **Family Care Leave or Medical Leave.** Upon request to the appointing authority, in each calendar year any employee who has permanent status shall be entitled to at least eighteen (18) weeks leave (less if so requested by the employee) for:

- a. Medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or
- b. Family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

17.6 **Certification.** The employee may be asked to provide certification of the need for family care leave or medical leave. Additional period(s) of family care or medical leave may be granted by the appointing authority.

17.7 **Intermittent Use of Leave.** The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 17.12 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

17.8 **Aggregate Use for Spouses.** In the situation where husband and wife are both employed by the County, the family care or medical leave

entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during each calendar year period. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

17.9 **Definitions.** For medical and family care leaves of absence under this section, the following definitions apply:

- a. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.

- b. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.

- c. Spouse: A partner in marriage as defined in California Civil Code Section 4100.

- d. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.

- e. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.

- f. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
 - 1. The date, if known, on which the serious health condition commenced.

 - 2. The probable duration of the condition.

 - 3. An estimate of the amount of time which the employee needs to render care or supervision.

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4. A statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision.
 5. If for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.
- g. Certification for Family Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
1. The date, if known, on which the serious health condition commenced.
 2. The probable duration of the condition.
 3. A statement that the employee is unable to perform the functions of the employee's job.
 4. If for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.
- h. Comparable Positions: A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

17.10 Pregnancy Disability Leave. Insofar as pregnancy disability leave is used under Section 14.3.D (Sick Leave Utilization for Pregnancy Disability), that time will not be considered a part of the eighteen (18) week family care leave period.

17.11 Group Health Plan Coverage. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 17.12. During the eighteen (18) weeks of an approved medical or family care leave under Section

17.5 above, the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 17.12. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

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17.12 Leave Without Pay - Use of Accruals.

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or SDI/Sick Leave Integration or as provided Section 16.3 or in the sections below.
- B. Family Care or Medical Leave. During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.
- C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) week entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.
- D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 - Policies Governing the Use of Paid Sick Leave.

17.13 Leave of Absence Replacement and Reinstatement. Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11 - Workforce Reduction/Layoff/Reassignment shall apply.

SECTION 18 - JURY DUTY AND WITNESS DUTY

17.14 Leave of Absence Return. In the Employment & Human Services Department an employee shall have the right to return to the same class, building, and assignment (position control number) if the return to work is within eighty-nine (89) consecutive days from the initial date the employee started the leave of absence. At such time the leave of absence is approved by the Appointing Authority, the Employment & Human Services Department shall notify the employee of the final date by which he/she shall return to be assigned to the same position control number.

17.15 Reinstatement From Family Care/Medical Leave. In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) work days of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full-time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than seven hundred twenty (720) hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.

17.16 Salary Review While on Leave of Absence. The salary of an employee who is on leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

17.17 Unauthorized Absence. An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

17.18 Non-Exclusivity. Other MOU language on this subject, not in conflict, shall remain in effect.

SECTION 18 - JURY DUTY AND WITNESS DUTY

18.1 Jury Duty. For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court.

SECTION 18 - JURY DUTY AND WITNESS DUTY

- a. When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities.
- b. Employees shall advise their department as soon as possible if scheduled to appear for jury duty.
- c. If summoned for jury duty in a Municipal, Superior, or Federal Court, or a Coroners jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.
- d. When an employee is summoned for jury duty selection or is selected as a juror in a Municipal, Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:
 - 1. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. No "Absence/Overtime Record" is required.
 - 2. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an "Absence/Overtime Record" must be submitted to the department payroll clerk.
- e. Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.
- f. An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.
- g. When an employee is required to serve on jury duty, the County will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise.

- h. Permanent-intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.

18.2 **Witness Duty.** Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them other than mileage allowance or they may take vacation leave or leave without pay and retain all fees and expenses.

Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Retention or waiver of fees shall be governed by the same provisions as apply to jury duty as set forth in Section 18 of this MOU. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent-intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

SECTION 19 - HEALTH, LIFE & DENTAL CARE

19.1 **County Programs.** The County will continue to offer existing County Group Benefit Programs of medical, dental and life insurance coverage through December 31, 1999 to all permanent employees regularly scheduled to work twenty (20) or more hours per week. Effective January 1, 2000, the County will offer Group Benefit Programs for medical, dental and life insurance coverage to all permanent employees regularly scheduled to work twenty (20) hours or more per week as described in the September 30, 1999 agreement (Attachment N) between the County and the Labor Coalition.

19.2 **Rate Information.** The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

19.3 **Medicare Rates.** Corresponding Medicare rates for employees covered under this MOU shall be as follows: for Employee Only on Medicare by taking the Employee Only rate for the option selected and subtracting the monthly Part B Medicare premium withheld from Social Security payments for one enrollee; for Employee and Dependent(s) with one member on Medicare by taking the Employee and Dependent(s) rate for the option selected and subtracting the monthly Part B Medicare premium withheld from Social Security payments for one enrollee; for Employee and Dependent(s) with two members on Medicare by taking the Employee and Dependent(s) rate for the option selected

and subtracting the monthly Part B Medicare premium withheld from Social Security payments for two enrollees.

19.4 **Partial Month.** The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan. An employee is thus covered by the health plan for the month in which compensation is paid.

19.5 **Coverage During Absences.** An employee who is on approved leave of absence may convert to individual health plan coverage within thirty (30) days of the commencement of leave.

Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan coverage.

An employee on leave in excess of twelve (12) months may continue health plan coverage by converting to an individual health plan option (if available) or continuing group coverage subject to the provisions of the Consolidated Omnibus Budget Reduction Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

19.6 **Retirement Coverage.** Upon retirement, employees may remain in the same County group medical plan if immediately before their retirement they are either active subscribers to one of the County Health Plans or if on authorized leave of absence without pay they have retained their membership by either continuing to pay their monthly premium to the County by the deadlines established by the County, or converting to individual conversion membership from the County plan through the medical plan carrier, if available.

19.7 **Deferred Retirement.** Effective two (2) months following an approved agreement, employees who resign and file for a deferred retirement may continue in their County group health and dental plan; the following conditions and limitations apply:

- a. Life insurance coverage is not included.

- b. To be eligible to continue health and dental coverage, the employee must:
 - 1. Be qualified for a deferred retirement under the 1937 Retirement Act provisions.
 - 2. Be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue health benefits.
 - 3. Be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of their application for deferred retirement.
 - 4. File an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before their separation from County service.
- c. Deferred retirees who elect continued health benefits hereunder may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement at their full personal expense, by paying the full premium for their health and dental coverage on or before the 11th of each month to the Auditor-Controller. When they begin to receive retirement benefits, they will qualify for the same health and/or dental plan coverage and County subvention to which retirees who did not defer retirement are entitled.
- d. Deferred retirees who elect continued health benefits hereunder may elect not to maintain participation in their County health and/or dental plan during their deferred retirement period; and may instead qualify for the same coverage and County subvention in any County health and/or dental plan when they begin to receive retirement benefits as retirees who did not defer retirement are entitled; provided reinstatement to a County group health and/or dental plan with County subvention occurs no sooner than the first of the month following a full three (3) calendar month waiting period after the commencement of their monthly allowance.
- e. Eligibility for County subvention will not exist hereunder unless and until the member draws a monthly retirement allowance within not more than twenty-four (24) months after separation from County service.

f. Deferred retirees are required to meet the same eligibility provisions for health/dental plans as active/retired employees.

19.8 Dual Coverage. If a husband and wife both work for the County and one of them is laid off, the remaining eligible shall be allowed to enroll or transfer into the health coverage combination of his/her choice.

An eligible employee who is no longer covered for medical or dental coverage through a spouse's coverage shall be allowed to enroll or transfer into the health coverage combination of his/her choice within thirty (30) days of the date coverage is no longer afforded under the spouse's plan.

19.9 PERS Long Term Care. The County proposes to deduct and remit monthly premium and eligible lists to the PERS Long Term Care Administrator, at no County administrative cost, for County employees who are eligible and voluntarily elect to purchase long term care through the PERS Long Term Care Program.

The County further agrees that County employees interested in purchasing PERS Long Term Care may participate in meetings scheduled by PERS Long Term Care on County facilities during non-work hours. (i.e: coffee breaks, lunch hour).

19.10 Health Care Spending Account. The County will offer regular full-time and part-time (20/40 or greater) County employees the option to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a pre-determined amount of money from their paycheck not to exceed \$2400 per year, for health care expenses not reimbursed by any other health benefits plan with before tax dollars. HCSA dollars can be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Effective January 1, 2000, this amount shall be increased to \$3000 per year. Any unused balance cannot be recovered by the employee.

19.11 Confidentiality of Information/Records. Any use of employee medical records will be governed by the Confidentiality of Medical Information Act (Civil Code Sections 56 to 56.26).

19.12 Child Care. The County will continue to support the concept of non-profit child care facilities similar to the "Kid's at Work" program established in the Public Works Department.

19.13 Health Care Oversight Committee. The County and the Health Care Oversight Committee, as a subcommittee of the County and the Labor Coalition, shall seek and secure mutually agreeable options of health plans which provide improved "portability" for participants.

A. The County and the Labor Coalition agree that the joint labor/management Health Care Oversight Committee shall consider the following issues:

1. Improve the appointment scheduling for CCHP.
2. Reduce the wait for pharmacy orders for CCHP.
3. Expand the portability of CCHP.
4. Improve vision care coverage.

The Committee shall report its findings to the County and the Labor Coalition by no later than July 1, 2000 following which, upon request, the parties will meet and confer regarding options.

SECTION 20 - PROBATIONARY PERIOD

20.1 **Duration.** All appointments from officially promulgated employment lists for original entrance and promotion shall be subject to a probationary period. For original entrance appointments, the probationary period shall be from nine (9) months to two (2) years duration. For promotional appointments, the probation period shall be from six (6) months to two (2) years duration.

20.2 **Classes With Probationary Period Over Six /Nine Months.** Listed below are those classes represented by the Union which have probation periods in excess of nine (9) months for original entrance appointments and six (6) months for promotional appointments:

- Agricultural Biologist Trainee - one (1) year
- Animal Services Officer - one (1) year
- Apprentice Mechanic - two (2) years
- Deputy Probation Officer I - one (1) year
- Deputy Public Defender - one (1) year
- Family Support Collections Officer - one (1) year
- Probation Counselor I - one (1) year
- Public Service Officer - one (1) year
- Security Guard - one (1) year
- Weights & Measures Inspector Trainee - one (1) year

20.3 **Revised Probationary Period.** When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

20.4 **Criteria.** The probationary period shall date from the time of appointment to a permanent position after certification from an eligible list. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days.

For those employees appointed to permanent-intermittent positions with a nine (9) month probation period, probation will be considered completed upon serving fifteen hundred (1500) hours after appointment except that in no instance will this period be less than nine (9) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full-time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

20.5 **Rejection During Probation.** An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.

- A. **Appeal from Rejection.** Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political, or religious or union activities, or race, color, national origin, sex, age, disability, or sexual orientation.

- B. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under Subsection A and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the seventh (7th) calendar day after the date of delivery to the employee of notice of rejection.

- C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in Subsection A, it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.

- D. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, it shall direct that the appellant be reinstated in the position and the appellant shall begin a new probationary period unless the Merit Board specifically reinstates the former period.

20.6 Regular Appointment. The regular appointment of a probationary employee shall begin on the day following the end of the probationary period, subject to the condition that the Director of Human Resources receive from the appointing authority a statement in writing that the services of the employee during the probationary period were satisfactory and that the employee is recommended for permanent appointment. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum, without notice and without right of appeal or hearing. If the appointing authority has not returned the probation report, a probationary employee may be rejected from the service within a reasonable time after the probation period for failure to pass probation. If the appointing authority fails to submit in a timely manner the proper written documents certifying that a probationary employee has served in a satisfactory manner and later acknowledges it was his or her intention to do so, the regular appointment shall begin on the day following the end of the probationary period.

Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in the Merit System to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted or transferred.

An employee dismissed for other than disciplinary reasons within six (6) months after being promoted or transferred from a position in the Merit System to a position not included in the Merit System shall be restored to a position in the classification in the department from which the employee was promoted or transferred.

A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the appointing authority and is certified by the Director of Human Resources whose decision is final. The Director of Human Resources shall not certify the name of a person restored to the eligible list to the same appointing authority by whom the person was rejected from the same eligible list, unless such certification is requested in writing by the appointing authority.

20.7 Layoff During Probation. An employee who is laid off during probation, if reemployed in the same class by the same department, shall be required to complete only the balance of the required probation.

If reemployed in another department or in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a department other than the department from which the employee

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separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the department from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

20.8 Rejection During Probation of Layoff Employee. An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period of subsequently certified and appointed in a different department or classification than that from which the employee was laid off.

SECTION 21 - PROMOTION

21.1 Competitive Exam. Promotion shall be by competitive examination unless otherwise provided in this MOU.

21.2 Promotion Policy. The Director of Human Resources, upon request of an appointing authority, shall determine whether an examination is to be called on a promotional basis.

21.3 Open Exam. If an examination for one of the classes represented by the Union is proposed to be announced on an Open only basis the Director of Human Resources shall give five (5) days prior notice of such proposed announcement and shall meet at the request of the Union to discuss the reasons for such open announcement.

21.4 Promotion via Reclassification Without Examination. Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his/her position reclassified at the request of the appointing authority and under the following conditions:

- a. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.
- b. The incumbent of the position must have performed at the higher level for six (6) months.
- c. The incumbent must meet the minimum education and experience requirements for the higher class.

- d. The action must have approval of the Director of Human Resources .
- e. The Union approves such action.

The appropriate rules regarding probationary status and salary on promotion are applicable.

21.5 Requirements for Promotional Standing. In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the merit system and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from the merit system, except by layoff, the employee's name shall be removed from the promotional list.

21.6 Seniority Credits. Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy (70) percent or more, shall receive, in addition to all other credits, five one-hundredths of one percent (.05%) for each completed month of service as a permanent County employee continuously preceding the final date for filing application for said examination. For purposes of seniority credits, leaves of absence shall be considered as service. Seniority credits shall be included in the final percentage score from which the rank on the promotional list is determined. No employee, however, shall receive more than a total of five percent (5%) credit for seniority in any promotional examination.

21.7 Release Time for Physical Examination. County employees who are required as part of the promotional examination process to take a physical examination shall do so on County time at County expense.

SECTION 22 - TRANSFER & REASSIGNMENT

22.1 Transfer Conditions. The following conditions are required in order to qualify for transfer:

- a. The position shall be in the same class, or if in a different class shall have been determined by the Director of Human Resources to be appropriate for transfer on the basis of minimum qualifications and qualifying procedure.
- b. The employee shall have permanent status in the merit system and shall be in good standing.

SECTION 22 - TRANSFER & REASSIGNMENT

- c. The appointing authority or authorities involved in the transaction shall have indicated their agreement in writing.
- d. The employee concerned shall have indicated agreement to the change in writing.
- e. The Director of Human Resources shall have approved the change. Notwithstanding the foregoing, transfer may also be accomplished through the regular appointment procedure provided that the individual desiring transfer has eligibility on a list for a class for which appointment is being considered.

22.2 **Transfer Policy.** Any employee or appointing authority who desires to initiate a transfer may inform the Director of Human Resources in writing of such desire stating the reasons therefore. The Director of Human Resources shall if he or she considers that the reasons are adequate and that the transfer will be for the good of the County service and the parties involved, inform the appointing authority or authorities concerned and the employee of the proposal and may take the initiative in accomplishing the transfer.

22.3 **Reassignment of Work Location.** Employees desirous of reassignment to a position in the same classification at another work location shall submit a request for reassignment in writing to the Department Head. When openings occur in various work locations, requests for reassignment will be reviewed with consideration given to various factors including but not limited to distance of employee's residence from desired work location and relative length of service of the applicants for a particular location. The Department Head or designated representative shall make the sole determination as to assignment of personnel, except as otherwise provided in the supplemental sections of this MOU. This provision applies to intradepartmental reassignments only.

This provision for work location reassignments applies only to the following units: Agriculture Unit (excluding the Weights and Measures Division) and Library Unit.

22.4 **Voluntary Reassignment (Bidding) Procedure.** The below listed procedure shall apply to the following groups of employees: the entire General Services and Maintenance Unit, the entire LVN-Attendant/Aide Unit, the entire Health Services Unit, Probation Counselors in the Probation Department and that portion of the Engineering Unit in the Public Works Department.

Permanent employees may request reassignment to vacant permanent positions in the same classification or in the same level of their deep classification. All permanent vacancies will be offered for bid to presently assigned full-time, part-time and permanent-intermittent employees for reassignment. Nothing herein

precludes the making of temporary reassignments not entailing the filling of vacant permanent positions. The following procedures shall apply:

- a. Responsibility. Implementation of the reassignment procedure is the responsibility of the supervisor of the position which is vacant.
- b. Vacancy Notices Posted. Vacant position notices for positions which are to be filled shall be posted for seven (7) calendar days. The notice shall specify job characteristics and shall be posted only once. The supervisor may begin interviewing bidders immediately upon posting the bid notice. If the supervisor receives less than three (3) bidders, he or she may fill the position by using the Merit System eligible list or by making internal reassignments. For purposes of this procedure, a bidder is an employee in the same class who is eligible to bid under Section d, following, and who meets all the minimum qualifications for the position including any specialized requirements such as bilingual ability, position flag requirements, and who submits a bid on the position.
- c. All Vacancies Must be Posted. All vacant positions which may occur by creation of new positions, separation, promotion, demotion or reassignment must be posted for permanent employee bidding.
- d. Who May Request Reassignment. All permanent full-time, permanent part-time or permanent-intermittent employees may request reassignment to any open permanent position in the same classification or in the same level of a deep classification anywhere else in their Department.
- e. Who May Not Request Reassignment. Employees who are in a temporary status or provisionally appointed to a permanent position may not bid for reassignment under this procedure.
- f. Employee Selection. If three (3) or more employees bid on the position, the position shall be filled from among the three (3) most senior bidders. For the purposes of bidder selection, the "Rule of 3" shall apply. That is, the supervisor is entitled to select from three (3) candidates and the three (3) most senior may be considered as equal. Seniority for bidding purposes means classification seniority for layoff purposes. If two (2) employees bid, the supervisor shall be entitled to one (1) additional name from an eligible list. If one (1) employee bids, the supervisor shall be entitled to two (2) additional names from an eligible list. If no employees bid, the supervisor may fill the position from an eligible list or otherwise in accordance with the Personnel Management Regulations.

SECTION 22 - TRANSFER & REASSIGNMENT

The supervisor shall offer to interview all candidates either in person or on the telephone. Subsequent to submitting a bid, an employee may waive consideration for the position at any time by notifying the supervisor verbally or in writing in which case the next most senior bidder (if any) or candidate from the eligible list may be considered. The remaining active bidders will be advised within ten (10) work days after the posting is removed whether they have been selected or the status of their bid. If requested by the employee, supervisors shall give an employee in writing the reason(s) why he or she was not selected.

- g. No Old Job Claim. The selected employee shall have no claim on the job(s) he or she left. If a decision is made by the employee to seek immediate reassignment, the employee may only be placed in another vacant position in accordance with this policy.
- h. Bidding While on Leave. Employees interested in a particular assignment and wishing to be notified of an open position while on vacation, sick leave or leave of absence (not scheduled day off) may leave a written notice or a self-addressed, stamped envelope with the supervisor of the position they are interested in.
- i. Probationary and New Assignment Bidding. Employees who are on probation or who have been in a new work assignment for less than three (3) months, may bid for a vacant position which is open. The bid will be considered if, when bidding is closed, there are less than three (3) employees who are not on probation or in new assignments who have bid for the position. Bids from employees on probation or in new assignments will be in addition to any names referred to the department through the certification process described in Section 22.4-f above. Probation Counselors who have completed three (3) months of their one (1) year probation may bid the same as all other permanent employees.

CONTRA COSTA COUNTY - LOCAL NO. 1 BID NOTICE

TO: Permanent Employees in the class of _____

FROM: _____

Name

Title

SUBJECT: NOTICE OF OPEN POSITION

Classification: _____ Position No: _____

Level: _____ Position Type: FT___ PPT___ PI___
(If deep classification)

Department: _____ Division: _____

Geographic Area: _____
(East, West, Central)

Worksite (street address, etc.): _____

Shift/Hours: _____ Days Off: _____

Other Requirements (i.e., bilingual ability, position flags):

All eligible full time, permanent part-time, or permanent-intermittent employees in the above classification interested in this position, submit bids IN WRITING on Form 103 (WIDSI) to:

_____ by: _____
Name Date Time of Day

Posting Date: _____ Removal Date: _____

22.5 Involuntary Reassignment Procedure. The below listed procedure shall apply to the following groups of employees (except in the case of layoffs where Section 22.6 governs): entire General Services and Maintenance Unit; entire LVN/Attendant/Aide Unit; entire Health Services Unit; Probation Counselors in the Probation Department; and that portion of the Engineering Unit in the Public Works Department.

Department management, at its sole discretion, may determine from time to time that involuntary reassignments of staff are required. Involuntary reassignments are the reassignments of permanent employees in their existing classification to a new worksite, shift, or program area. Such decisions may result from inability to fill a vacancy through the voluntary reassignment procedure or from a determination that excess staff are allocated to a certain site, shift, or program. When such decisions are made and the reassignments are permanent, the below listed procedure shall apply.

This policy shall not apply to temporary reassignments of less than eight (8) weeks duration to cover such things as vacation relief, sick leave absences, temporary shifts in workload, training assignments, or temporary short term assignments to cover vacant positions which could not be filled through the voluntary reassignment policy and for which actions are underway to fill permanent from an eligible list. If a temporary reassignment is expected to exceed eight (8) weeks in duration, the affected Department shall either use the below listed procedure or will meet and confer with the Union on a case by case basis regarding an alternative approach:

- a. Management will identify the classifications and positions from which reassignments are necessary.
- b. Affected employees will be provided with a list of vacancies/ assignments for which they may apply.
- c. Affected employees shall be given the opportunity to volunteer for the available vacancies/assignments and shall be considered in accordance with Part f. of the voluntary reassignment procedure.
- d. If there are insufficient volunteers for the number of available positions or no volunteers, and involuntary reassignments are still required, the least senior qualified affected employee shall be reassigned to the vacant assignment identified by management, followed by the next least senior employee, and so on in inverse order of seniority until all necessary reassignments are completed. Qualified is defined as a person possessing the necessary training or experience for the specific assignment.

Seniority for involuntary reassignment purposes shall be defined as seniority within classification. Nothing contained in this Section shall

prohibit the Department and the Union from making a mutually agreed upon alternative arrangement.

In no event shall reassignments be utilized for disciplinary purposes.

22.6 Reassignment Due to Layoff or Displacement. When reassignment of an employee or employees is necessary due to layoff or displacement, the following procedures shall be followed:

- a. A list of vacant positions shall be posted in work areas of all affected employees for a minimum of five (5) work days.
- b. Employees shall be given the opportunity to volunteer for vacancies and shall be reassigned on the basis of seniority.
- c. If there are no volunteers for reassignment, the least senior employee(s) in that class shall be reassigned.
- d. Management shall have the sole prerogative to select the vacancy to which the least senior employee(s) shall be reassigned.

Seniority for reassignment purposes shall be defined as (in Section II, Layoff) seniority within classification. If reduction or reassignment by site is necessary, the least senior employee in the affected class at the site shall be reassigned. If reduction or reassignment is necessary by shift, the least senior employee in the affected class assigned to the affected shift shall be reassigned. Nothing contained in this Section shall prohibit a Department and the Union from making a mutually agreed upon alternative arrangement.

SECTION 23 - RESIGNATIONS

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Human Resources Department by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the appointing authority in writing to the employee and to the Human Resources Department and shall indicate the effective date of termination.

23.1 Resignation in Good Standing. A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

SECTION 23 - RESIGNATIONS

23.2 **Constructive Resignation.** A constructive resignation occurs and is effective when:

- a. An employee has been absent from duty for five (5) consecutive working days without leave; and
- b. Five (5) more consecutive work days have elapsed without response by the employee after the receipt of a registered or certified letter citing a notice of resignation by the appointing authority to the employee at the employee's last known address, but no more than ten (10) working days from mailing of said notice.

23.3 **Effective Resignation.** A resignation is effective when delivered or spoken to the appointing authority, operative on that date or another date specified. An employee who resigns without advance notice as set forth in Section 23.1, may seek recession of the resignation and reinstatement by delivering an appeal in writing to the Human Resources not later than close of business on the third (3rd) calendar day after the resignation is effective. Within five (5) work days of receipt of the appeal, the Human Resources Director shall consider the appeal and render a final and binding decision including, if applicable, the date of reinstatement.

23.4 **Revocation.** A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority.

23.5 **Coerced Resignations.**

- A. **Time Limit.** A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy to the appointing authority.
- B. **Reinstatement.** If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. **Contest.** Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of

***SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION
IN PAY, AND DEMOTION***

the employee's appeal rights under the grievance procedure contained in Section 25 of the MOU beginning with Step 3.

- D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

**SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN
PAY, AND DEMOTION**

24.1 Sufficient Cause for Action. The appointing authority may dismiss, suspend, temporarily reduce the pay of, or demote any employee for cause. The reduction in pay may not exceed five percent (5%) for a three (3) month period. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension or demotion may be based on reasons other than those specifically mentioned:

- a. Absence without leave.
- b. Conviction of any criminal act involving moral turpitude.
- c. Conduct tending to bring the merit system into disrepute.
- d. Disorderly or immoral conduct.
- e. Incompetence or inefficiency.
- f. Insubordination.
- g. Being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises.
- h. Neglect of duty (i.e. non-performance of assigned responsibilities).
- i. Negligent or willful damage to public property or waste of public supplies or equipment.
- j. Violation of any lawful or reasonable regulation or order given by a supervisor or Department Head.

**SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION
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- k. Willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations.
- l. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- m. Misappropriation of County funds or property.
- n. Unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU.
- o. Dishonesty or theft.
- p. Excessive or unexcused absenteeism and/or tardiness.
- q. Sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

24.2 Skelly Requirements. Before taking a disciplinary action to dismiss, suspend for more than five (5) work days (four (4) work days for employees on a 4/10 work week), temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

- a. A statement of the action proposed to be taken.
- b. A copy of the charges; including the acts or omissions and grounds upon which the action is based.
- c. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
- d. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- e. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

**SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION
IN PAY, AND DEMOTION**

24.3 **Employee Response.** The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or during an extension, the right to respond is lost.

24.4 **Leave Pending Employee Response.** Pending response to a Notice of Proposed Action within the first seven (7) days or extension thereof, the appointing authority for cause specified in writing may place the employee on temporary leave of absence, with pay.

24.5 **Length of Suspension.** Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator, an adjustment board or the Merit Board.

24.6 **Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Demotion.**

A. In any disciplinary action to dismiss, suspend, temporarily reduce the pay of, or demote an employee having permanent status in a position in the merit system, after having complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.

B. **Service of Order.** Said order of dismissal, suspension, temporary reduction in pay, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended, temporarily reduced in pay, or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.

C. **Employee Appeals from Order.** The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion either to the Merit Board or through the procedures of **Section 25 - Grievance Procedure** of this MOU provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order. An employee may not both appeal to the Merit Board and file a grievance under Section 25 of this MOU.

SECTION 25 - GRIEVANCE PROCEDURE

24.7 **Employee Representation Rights.** The County recognizes an employee's right to representation during any disciplinary interview or meeting which may result in discipline. The County will not interfere with the representative's right to assist an employee to clarify the facts during the interview.

SECTION 25 - GRIEVANCE PROCEDURE

25.1 **Definition and Procedural Steps.** A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any state of the process.

Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance and shall be processed in the following manner:

Step 1. Any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor, who shall meet with the grievant within five (5) work days of receipt of a written request to hold such meeting.

Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) work days to such management official as the Department Head may designate. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the Director of Human Resources. The Department Head or his or her designee shall have ten (10) work days in which to respond to the grievance in writing. If either the union or grievant request a meeting with the Department Head or his/her designee at this step, such a meeting will be held.

Step 3. If a grievance is not satisfactorily resolved in Step 2 above, the grievant may appeal in writing within ten (10) work days to the Director of Human Resources. The Director of Human Resources or his/her designee shall have twenty (20) work days in which to investigate the merit of the complaint and to meet together at the same time with the Department Head or his/her designee and the grievant and attempt to settle the grievance and respond in writing.

Step 4. No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 3 above and filed within ten (10) work days of the written response of the Director of Human Resources or his/her designee. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, such grievance shall be submitted in writing within seven (7) work days to an Adjustment Board comprised of three (3) Union representatives, no more than two (2) of whom shall be either an employee of the County or an elected or appointed official of the Union presenting this grievance, and three (3) representatives of the County, no more than two (2) of whom shall be either an employee of the County or a member of the staff of an organization employed to represent the County in the meeting and conferring process. The Adjustment Board shall meet and render a decision within twenty (20) work days of receipt of the written request and render a decision. If the County fails to meet the time limits specified in Step 4 and the grievant demands in writing that an Adjustment Board be convened, the County will convene an Adjustment Board within ten (10) work days of receipt of the original request or the grievance will move to arbitration upon demand.

This step of the grievance procedure may be waived by the written mutual agreement of the parties.

Step 5. If an Adjustment Board is unable to arrive at a majority decision, either the grievant or the County may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the grievant and the Director of Human Resources. Such request shall be submitted within twenty (20) work days of the rendering of the Adjustment Board decision. Within twenty (20) work days of the request for arbitration, the parties shall mutually select an arbitrator who shall render a decision within thirty (30) work days from the date of final submission of the grievance including receipt of the court reporter's transcript and post hearing briefs if any. The fees and expenses of the arbitrator and of the court reporter shall be shared equally by the grievant and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post- hearing briefs, if any.

25.2 Scope of Adjustment Board and Arbitration Decisions.

- A. Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by law.
- B. No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit

SECTION 25 - GRIEVANCE PROCEDURE

and under such dispute falls within the definition of a grievance as set forth in Subsection 25.1 above.

- C. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Director of Human Resources in pursuance of the procedures outlined in Step 3 above, or the Adjustment Board in pursuance of the provisions of Step 4 above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.
- E. No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Boards or arbitration proceedings hereunder) will be recognized unless agreed to by the County and the Union.

25.3 **Time Limits.** The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 5 above, the grievance will be deemed to have been settled and withdrawn.

25.4 **Union Notification.** An official, with whom a formal grievance is filed by a grievant who is included in a unit represented by the Union, but is not represented by the Union in the grievance, shall give the Union a copy of the formal presentation.

25.5 **Compensation Complaints.** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process, if not detailed in the MOU which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than six (6) months from the date upon which the complaint was filed.

No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the County and the Union.

25.6 **Strike/Work Stoppage.** During the term of this MOU, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, or refusal to perform customary duties.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

25.7 **Merit Board.**

- A. All Grievances of employees in representation units represented by the Union shall be processed under Section 25 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.

- B. No action under Steps 3, 4 and 5 of Subsection 25.1 above shall be taken if action on the complaint or grievance has been taken by the Merit Board, or if the complaint or grievance is pending before the Merit Board.

25.8 **Filing by Union.** The Union may file a grievance at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors violates a provision of this MOU.

SECTION 26 - BILINGUAL PAY

A salary differential of seventy dollars (\$70.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be paid to eligible employees in paid status for any portion of a given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County. The Union shall be notified when such designations are made. Effective October 1, 2000, the differential shall be increased to a total

SECTION 27 - RETIREMENT CONTRIBUTION

of seventy-five dollars (\$75.00) per month. Effective October 1, 2001, the differential shall be increased to a total of eighty dollars (\$80.00) per month.

SECTION 27 - RETIREMENT CONTRIBUTION

27.1 Contribution. Pursuant to Government Code Section 31581.1, the County will continue to pay fifty percent (50%) of the retirement contributions normally required of employees. Such payments shall continue for the duration of this MOU, and shall terminate thereafter. Employees shall be responsible for payment of the employees' contribution for the retirement cost of living program as determined by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employee's share. The County will pay the remaining one-half (½) of the retirement cost-of-living program contribution.

The wage and retirement benefit provisions for safety employees represented by Contra Costa County Employees' Association Local One expire September 30, 2006.

27.2 Tier III. Subject to the enactment of enabling legislation amending the 1937 Employees' Retirement Act to allow such election, the County will permit certain Tier II employees to elect a Tier III Retirement Plan under the following conditions:

- a. The County and the Labor Coalition must agree on the wording of the legislation and both parties must support the legislation.
- b. Except for disability, all benefit rights, eligibility for and amounts of all other benefit entitlements for Tier III, from and after the date of implementation, shall be the same as Tier I. The disability benefits for Tier III shall be the same as the current Tier II disability provisions.
- c. The amount of the employee's required retirement contribution shall be established by the County Employees' Retirement Association and shall be based on the employee's age at entry into the retirement system.
- d. Employees represented by the Labor Coalition and its member employee organizations (herein referred to as "Labor Coalition") enrolled in Tier II who have attained five (5) years of retirement credited service as of the effective date of the enabling legislation shall have a six (6) month period after such date to make a one time irrevocable election of the Tier III Retirement Plan expressed herein subject to action by the Board of Supervisors to implement the Plan.

SECTION 27 - RETIREMENT CONTRIBUTION

Thereafter, employees represented by the Labor Coalition enrolled in Tier II who have attained five (5) years of retirement credited service shall have a ninety (90) day period to make a one time irrevocable election of the Tier III Retirement Plan expressed herein.

The County's employer contributions and subvention of employee contributions for Labor Coalition employees electing Tier III which exceed those which would be required for Tier II membership shall:

- a. Be funded by reducing the general wage increase agreed upon to be effective October 1, 1997, and the pay equity amounts attributable thereto, by a percentage sufficient to reduce the County's wage obligation by \$3 million dollars per year; and the general wage increase of all employees represented by the Labor Coalition shall be reduced accordingly; and
- b. In the event the County's costs attributable to the creation and operation of Tier III exceed \$3 million per year or the County Employees' Retirement Association's actuaries determine in future years that the County's retirement costs have increased and that the increase is attributable to the creation of Tier III and/or the impact of Tier III on the County's retirement costs, such increase shall be funded by reducing the general wage increase(s) agreed upon in future years, and the pay equity amounts attributable thereto, to the extent that future wage increases are granted; and the general wage increase(s) of all employees represented by the Labor Coalition shall be reduced accordingly; and
- c. In the event the County's costs attributable to the Tier III Retirement Plan are less than \$3 million per year, the difference shall be divided by twelve (12) and each twelfth (12th) shall be augmented by an amount equal to the County's common pooled fund interest which would have accrued if one (1) twelfth (12th) had been invested in the first month of the past year, two (2) twelfths (12ths) in the second month of the past year and so forth; and
- d. Any savings to the County resulting from the creation and operation of Tier III shall be used to offset future County retirement cost increases attributable to the creation and operation of Tier III; and
- e. County savings shall be held in an account by the Auditor-Controller which is invested in the County's common pooled fund and will accrue interest accordingly. The County will report yearly to the Labor Coalition on a) the beginning account balance, b) the interest earned, c) expenditures from the account to cover increased costs

SECTION 27 - RETIREMENT CONTRIBUTION

resulting from the Tier III Retirement Plan, and d) the ending account balance.

Any increased costs to the County, due to Tier III participation by employees not represented by the Labor Coalition, shall not be funded by reduction of general wage increases otherwise due to the employees represented by the Labor Coalition.

Subject to the provisions expressed above, any and all additional employer and County-paid employee contributions which exceed the sum of the County's legally required contributions under Tier II shall be recovered by reducing general wage increases to the employees represented by the Labor Coalition.

Any disputes regarding cost or savings shall be subject to binding arbitration upon demand of the Labor Coalition or the County.

The enabling legislation shall provide that the Tier III Retirement Plan may be implemented only by an ordinance enacted by the Board of Supervisors.

Board of Supervisors' action to implement the Tier III Retirement Plan shall be taken not earlier than seven (7) months after the effective date of the legislation plus thirty (30) days after an actuarial report on the County cost of the Plan is received by the County, provided that before enactment of the ordinance, the Labor Coalition has not notified the County in writing that a one percent (1%) wage increase shall be implemented by the County effective October 1, 1997, without interest, in lieu of implementation of the Tier III Retirement Plan.

The establishment of the Tier III Retirement Plan pursuant to the terms of this MOU shall be subject to approval by the Board of Retirement of the Contra Costa County Employees' Retirement Association.

In the event the County is prevented from implementing the Tier III Retirement Plan for any reason on or before the termination date of this MOU, the agreement of the parties regarding a Tier III Retirement Plan shall expire and a one percent (1%) lump sum wage increase shall be implemented by the County within sixty (60) days after the determination that Tier III cannot be implemented or as soon thereafter as practicable for the period covering October 1, 1997 through such termination date, without interest, in lieu of the Tier III Retirement Plan.

Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.

Employees in Tier 2 with ten (10) or more years of County/District service, will be eligible to participate in the County's buy back program. Employees may replace Tier 2 benefits with Tier 3 benefits as follows:

SECTION 28 - TRAINING REIMBURSEMENT

1. Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.
2. Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.
3. Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.

SECTION 28 - TRAINING REIMBURSEMENT

The County Administrative Bulletin on Training shall govern reimbursement for training and shall limit reimbursement for career development training to six hundred fifty dollars (\$650) per year, except as otherwise provided in the supplemental sections of this MOU. Registration and tuition fees for career development education may be reimbursed for up to fifty percent (50%) of the employee's net cost. Books necessary for courses taken for career development education may be reimbursed for up to one hundred percent (100%) of the employee's net cost.

SECTION 29 - SAFETY SHOES AND PRESCRIPTION SAFETY EYEGLASSES

The County shall expend every effort to see to it that the work performed under the terms and conditions of this MOU is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

For each two year period starting January 1, 2000, eligible employees will be allowed reimbursement for the purchase and repair of safety shoes up to a maximum of two hundred dollars (\$200). For each two year period starting January 1, 2002, eligible employees will be allowed reimbursement for the purchase and repair of safety shoes up to a maximum of two hundred twenty-five dollars (\$225). There is no limitation on the number of shoes or number of repairs allowed.

The County will reimburse eligible employees for prescription safety eyeglasses which are approved by the County and are obtained from such establishment as required by the County up to one (1) pair per year.

The County will provide those employees currently eligible for safety shoe allowance with two (2) methods for purchasing safety shoes:

- a. Reimbursement for the purchase and repair of safety shoes up to the maximum amount stated above for each two (2) year period.

SECTION 30 - VIDEO DISPLAY TERMINAL (VDT) USERS EYE EXAMINATION

- b. Voucher obtained from the eligible employees' Department for an identified vendor for the purchase of safety shoes up to the maximum amount stated above for each two (2) year period.
- c. The County agrees to provide a second vendor for the purchase of safety shoes. The County will endeavor to secure Red Wings as the second vendor and to identify two locations where the shoes may be obtained by voucher.

The eligible employee will inform his/her Department's accounting section of the desired method for purchasing safety shoes at the beginning of each calendar year.

SECTION 30 - VIDEO DISPLAY TERMINAL (VDT) USERS EYE EXAMINATION

Employees in the Library Unit, Probation Unit, and Investigative Unit shall be eligible to receive an annual eye examination on County time and at County expense in accordance with the following conditions:

- a. Eligible employees must use a video display terminal at least an average of two hours per day as certified by their department.
- b. Eligible employees who wish an eye examination under this program should request it through the County Human Resources Department, Benefits Division, who will arrange for eye examinations and monitor the results on a County-wide basis.
- c. Should prescription VDT glasses be prescribed for an employee following an eye examination, the County agrees to provide, at no cost, the basic coverage including a ten (\$10) dollar frame and single vision lenses. Employees may, through individual arrangement between the employee and his/her doctor, and solely at the employee's expense, include bifocal, trifocal or blended lenses and other care, services or materials not covered by the plan. The basic plan coverage, including the examination, may be credited toward the employee enhanced benefit.

SECTION 31 - PERFORMANCE EVALUATION PROCEDURE

SECTION 31 - PERFORMANCE EVALUATION PROCEDURE

The following procedures shall apply in those departments which already have a formal written performance evaluation system. Nothing herein shall be construed to require the establishment of such a system where it does not currently exist.

- A. Goal: A basic goal of the employee evaluation is to help each employee perform his/her job more effectively to the mutual benefit of the employee and the County. The evaluation process provides an ongoing means of evaluating an employee's job performance and promoting the improvement of the job performance. The evaluation process also provides the opportunity to recognize and document outstanding service as well as service that has been unsatisfactory to the County.
- B. Frequency of Evaluation.
1. Probationary employees shall be evaluated at least once during their probationary period.
 2. Permanent employees may be evaluated every year.
- C. Procedure.
1. An employee shall generally be evaluated by the first level management supervisor above the employee.
 2. It will be necessary in some cases for a supervisor to consult with the employee's immediate work director in order to make a comprehensive evaluation.
 3. Where feasible, evaluations will be based primarily on observation by the evaluator of the employee in the performance of his/her duties. Comments based on secondary information shall have supportive documentation.
 4. An employee will be informed in advance of a meeting with his/her supervisor to discuss the employee's evaluation and to put the evaluation in writing on the department evaluation forms.
 5. The employee shall be informed of his/her right to prepare and have attached to the evaluation form any written comments which the employee wishes to make.
 6. When an employee is rated below satisfactory on any factor, the evaluation will give the reasons for such rating and include specific recommendations for improvement in writing.

SECTION 32- MILEAGE

7. The employee's signing of an evaluation form does not necessarily mean that the employee agrees with the evaluation but it does mean that the employee has had an opportunity to discuss the evaluation with his/her evaluator.
8. The employee will be given a copy of his/her completed evaluation form at the time form is signed by the employee. (Confirmation of final version to be received later.)
9. Any rating below average or unsatisfactory shall be supported by written documentation received by the employee at the time the incident(s) occurred.
10. Nothing shall be added by management to an evaluation after the employee has signed and received a copy of the evaluation without the employee's written acknowledgment.

Failure to follow the foregoing procedure is subject to the grievance procedure. However, disputes over the actual content or ratings themselves in individual evaluations are not grievable, but may be mediated by the Director of Human Resources upon request of either the employee or the Department. Prior to being mediated by the Director of Human Resources either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder shall be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finders shall have twenty (20) work days from notice of selection to investigate and render opinions to the Director of Human Resources.

SECTION 32- MILEAGE

32.1 Reimbursement for Use of Personal Vehicle. The mileage allowance for use of personal vehicles on County business shall be paid according to the rates allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the Internal Revenue Service, whichever is later.

32.2 Charge For Use of Home Garaged County Vehicle. Employees hired after July 1, 1994 who are assigned vehicles to garage at home will be charged the IRS mileage rate for all commute miles driven outside the limits of Contra Costa County that exceed thirty (30) miles round-trip in any one day.

SECTION 33 - PAY WARRANT ERRORS

If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Department, it is the policy of the Auditor-Controller's Department that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays from the time the Department is made aware of and verifies that the pay warrant is in error. If the pay warrant error has occurred as a result of a mistake by an employee (e.g. payroll clerk) other than the employee who is receiving the pay, the error will be corrected as soon as possible from the time the department is made aware that pay warrant is in error.

Pay errors in employee pay shall be corrected as soon as possible as to current pay rate but that no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and proposed repayment schedule and the employee wishes to meet with the County, a meeting will be held at which time a repayment schedule shall be determined.

If requested by the employee, a Union representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

SECTION 34 - FLEXIBLE STAFFING

Certain positions may be designated by the Director of Human Resources as flexibly staffed positions. Positions are generally allocated at the first level of the job series when vacated. When the position is next filled and an incumbent of one of these positions meets the minimum qualifications for the next higher level and has met appropriate competitive requirements he or she may then be promoted to the next higher classification within the job series without need of a classification study. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to promote an employee on the first of the month when eligible, said appointment shall be made retroactive to the first of the month when eligible. An employee who is denied a promotion to a flexibly staffed position may appeal such denial to the Merit Board.

SECTION 35 - PROVISIONAL APPOINTMENT

Whenever an appointing authority makes a request for personnel to fill a position in a class for which no reemployment or employment list is available, or in a class for which no eligible or insufficient eligibles to complete the certification will accept appointment to the position, the Director of Human Resources may authorize the appointing authority to appoint any person who possesses the minimum qualifications for the class as set forth in the class specifications, provided that the names of eligibles available and the names of persons who have indicated the intention to take the next examination for the class shall be referred to the appointing authority at the time authorization is issued.

In no case shall a permanent position be filled by a provisional appointment for a period exceeding six (6) calendar months except under the following conditions:

- a. If an examination has been announced for the class and recruitment of applicants is in process, the Director of Human Resources may authorize a continuation of provisional appointments until an eligible list is established.
- b. In case of a provisional appointment to a permanent position vacated by a leave of absence, such provisional appointment may be continued for the duration of said leave.

A provisional appointment shall be terminated within thirty (30) days after the date of certification of eligibles from an appropriate eligible list. All decisions of the Director of Human Resources relative to provisional appointments are final and not subject to the grievance procedure.

Before filling a position by a provisional appointment, the appointing authority shall post notice and shall consider current qualified employees for the appointment. Only if there are insufficient internal applicants to constitute a full certification may the appointing authority consider applicants from outside County service.

SECTION 36 - PERSONNEL FILES

An employee shall have the right to inspect and review any official record(s) relating to his or her performance as an employee or to a grievance concerning the employee which is kept or maintained by the County in the employee's personnel file in the Human Resources Department or in the employee's personnel file in their Department. The employee's union representative, with written authorization by the employee, shall also have the right to inspect and

review any official record(s) described above. The contents of such records shall be made available to the employee and/or the employee's union representative, for inspection and review at reasonable intervals during the regular business hours of the County.

The County shall provide an opportunity for the employee to respond in writing to any information which is in the employee's personnel file about which he or she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's official personnel file. This section does not apply to the records of an employee relating to the investigation of a possible criminal offense, medical records and information or letters of reference.

Counseling memos which are not disciplinary in nature are to be retained in the file maintained by the employee's supervisor or the person who issued the counseling memo and are not to be transferred to the employee's central file which is normally retained by the Human Resources Department unless such memos are subsequently used in conjunction with a disciplinary action such as a letter of reprimand.

All documents pertaining to disciplinary actions shall be placed in the employee's official personnel file within five (5) work days after the time management becomes aware of the incident and has completed its investigation as to whether the employee is culpable and shall be date stamped or dated at time of entry. This section is not intended to include supervisor's notes or reminders of specific incidents or ongoing reports such as attendance records. Generally, such investigations should be completed within thirty (30) calendar days of the date management becomes aware of the incident(s), it being understood that under certain circumstances such as the unavailability of witnesses or the possibility of a criminal act having been committed may cause the investigation to take longer than the aforementioned thirty (30) days.

Copies of written reprimands or memoranda pertaining to an employee's unsatisfactory performance which are to be placed in the employee's personnel file shall be given to an employee who shall have the right to respond in writing to said documents.

Letters of reprimand are subject to the grievance procedure but shall not be processed past Step 3 unless said letters are used in a subsequent discharge, suspension or demotion of the employee, in which case an appeal of the letters of reprimand may be considered at the same time as the appeal of the disciplinary action. Prior to being submitted to Step 3 of the grievance procedure, either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder shall be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finder shall have twenty (20) work

SECTION 37 - SERVICE AWARDS

days from notice of selection to investigate and render opinions to the Director of Human Resources.

Copies of letters of commendation which are to be placed in the employee's personnel file will be given to the employee. Employees have the right to review their official personnel files which are maintained in the Human Resources Department or by their departments. In a case involving a grievance or disciplinary action, the employee's designated representative may also review his/her personnel file with specific written authorization from the employee. The County shall supply the Union with lists of official personnel files and locations. Derogatory material in an employee's personnel file (such as warning letters) over two years old will not be used in a subsequent disciplinary action unless directly related to the action upon which the discipline is taken. Derogatory material does not include prior suspensions, demotions or dismissals for cause.

The County will participate in a committee of four (4) union and four (4) operating department managers to revise and clarify MOU Section 36, Personnel Files. Subject committee will be chaired by a non-voting chairperson from the County Human Resources Department and will hold their first meeting within ninety (90) days of approval of this MOU and will issue a report within one hundred eighty (180) days of the date of the first meeting.

SECTION 37 - SERVICE AWARDS

The County shall continue its present policy with respect to service awards including time off provided, however, that the type of award given shall be at the sole discretion of the County.

The following procedures shall apply with respect to service awards:

- a. Presentation Before the Board of Supervisors. An employee with twenty (20) or more years of service may go before the Board of Supervisors to receive his/her Service Award. When requested by a department, the Human Resources Department will make arrangements for the presentation ceremony before the Board of Supervisors and notify the department as to the time and date of the Board meeting.
- b. Service Award Day Off. Employees with fifteen (15) or more years of service are entitled to take a day off with pay at each five (5) year anniversary.

SECTION 38 - REIMBURSEMENT FOR MEAL EXPENSES

Employees shall be reimbursed for meal expenses under the following circumstances and in the amount specified:

SECTION 39 - DETENTION FACILITY MEALS

- a. When the employee is required by his/her Department Head to attend a meeting concerning County business or County affairs.
- b. When the employee is required to be out of his/her regular or normal work area during a meal hour because of a particular work assignment.
- c. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.
- d. When the employee is required to incur expenses as host for official guests of the County, work as members of examining boards, official visitors, and speakers or honored guests at banquets or other official functions.
- e. When the employee is required to work three (3) or more hours of overtime; in this case he or she may be reimbursed in accordance with the Administrative Bulletin on Expense Reimbursement.

Meal costs will be reimbursed only when eaten away from home or away from the facility in the case of employees at twenty-four (24) hour institutions.

SECTION 39 - DETENTION FACILITY MEALS

The charge for a meal purchased in a detention facility by employees represented by Local No. 1 is one dollar (\$1.00) per meal. Employees assigned to a detention facility are not, however, required to purchase a meal.

SECTION 40 - COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

- a. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
- b. Ordinary wear and tear of personal property used on the job is not compensated.

SECTION 41 - UNFAIR LABOR PRACTICE

- c. Employee tools or equipment provided without the express approval of the Department Head and automobiles are excluded from reimbursement.
- d. The loss or damage must have occurred in the line of duty.
- e. The loss or damage was not a result of negligence or lack of proper care by the employee.
- f. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.
- g. The loss or damage to employees eyeglasses, dentures or other prosthetic devices did not occur simultaneously with a job connected injury covered by Workers' Compensation.
- h. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
- i. The burden of proof of loss rests with the employee.
- j. Claims for reimbursement must be processed in accordance with the Administrative Bulletin on Compensation for Loss or Damage to Personal Property.

SECTION 41 - UNFAIR LABOR PRACTICE

Either the County or the Union may file an unfair labor practice as defined in Board of Supervisor's Resolution 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties within thirty (30) work days from the date of receipt, may be heard and decided by a mutually agreed upon impartial third party.

SECTION 42 - HARASSMENT

Harassment is any treatment of an employee which has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment. Such conduct includes but is not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or

SECTION 43 - LENGTH OF SERVICE DEFINITION (For Service Awards and Vacation Accruals)

physical conduct of a sexual nature; arbitrary or capricious changes of assignments, or display of a hostile attitude toward an employee by a supervisor which is not justified or necessary in the proper supervision of the work of the employee.

SECTION 43 - LENGTH OF SERVICE DEFINITION (For Service Awards and Vacation Accruals)

The length of service credits of each employee of the County shall date from the beginning of the last period of continuous County employment (including temporary, provisional, and permanent status, and absences on approved leave of absence). When an employee separates from a permanent position in good standing and within two (2) years is reemployed in a permanent County position, or is reemployed in a permanent County position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation. The Director of Human Resources shall determine these matters based on the employee status records in his department.

SECTION 44 - PERMANENT PART-TIME EMPLOYEE BENEFITS

Permanent part-time employees receive prorated vacation and sick leave benefits. They are eligible for health, dental and life insurance benefits at corresponding premium rates providing they work at least fifty percent (50%) of full-time. If the employee works at least fifty percent (50%) of full-time, County retirement participation is also included.

SECTION 45 - PERMANENT-INTERMITTENT EMPLOYEE BENEFITS

Permanent-intermittent employees are eligible for prorated vacation and sick leave benefits.

SECTION 46 - PERMANENT-INTERMITTENT EMPLOYEES HEALTH PLAN

46.1 A permanent-intermittent employee represented by Contra Costa County Employees Association, Local No. 1 may participate in the County Group Health Plans if combined medical, dental and life insurance coverage is wholly at the employee's expense but at the group insurance rate. The County will not

SECTION 46 - PERMANENT-INTERMITTENT EMPLOYEES HEALTH PLAN

contribute to the employee's monthly premium. The employee will be responsible for paying the monthly premium appropriately and punctually. Failure to meet the premium deadline will mean automatic and immediate withdrawal from the County Group Health Plans and reinstatement may only be effectuated during the annual open enrollment period.

46.2 Effective one hundred and twenty (120) days after all Coalition Employee Organizations have signed their respective Letters of Understanding, the following benefit program shall be offered to permanent-intermittent employees:

- a. Program. The County shall offer CCHP Plan A-2 at the subvention rate of sixty-four percent (64%) of the cost of the premium for a single individual, to those permanent-intermittent employees who meet and maintain eligibility.
- b. Eligibility. Initial eligibility shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a permanent-intermittent employee must remain in paid status during each successive month.
- c. Pre-Pay. Employees who have achieved eligibility under the terms of 46.2b will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility. Employees must continue to pre-pay their portion of the health insurance premium in order to continue benefits. In addition, employees who meet the eligibility requirements and who have been voluntarily paying for a county group health program shall be allowed to enroll in CCHP Plan A-2 without a waiting period.
- d. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in C. above for payment for this optional coverage.
- e. Implementation. There shall be a sixty (60) day Open Enrollment period with the initial date of coverage effective August 1, 2000. Subsequent Open Enrollment periods shall be for thirty (30) days and coincide with the open enrollment period for County employees beginning in 2001. Permanent-intermittent employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty

SECTION 47 - PROVISIONAL EMPLOYEE BENEFITS

(30) days to decide whether or not to elect coverage under this program.

- f. Employees who are temporarily ineligible may purchase, at their own cost, the plan in accordance with the procedures set forth by the Contra Costa County Health Plan.

Nothing in Section 46.2 shall prevent an employee from electing health coverage under either Section 46.1 or Section 46.2

SECTION 47 - PROVISIONAL EMPLOYEE BENEFITS

Provisional employees, who are not permanent employees of the County immediately prior to their provisional appointment, are eligible for vacation and sick leave benefits.

Provisional employees may participate in the County Group Health Plan of combined medical, dental and life insurance coverage wholly at the employee's expense but at the group insurance rate. The County will not contribute to the employee's monthly premium. The employee will be responsible for paying the monthly premium appropriately and punctually. Failure to meet the premium deadline will mean automatic and immediate withdrawal from the County Group Health Plan and reinstatement may only be effectuated during the annual open enrollment period.

SECTION 48 - HAZARD PAY DIFFERENTIAL FOR HEALTH SERVICES EMPLOYEES

Any employee assigned to a position which 1) involves some number of work hours assigned to Wards 4C and 4D, Hospital Emergency Room, Hospital Reception Center, Main Detention Facility, Richmond Psychiatric Emergency Room, or Conservatorship Program, or 2) requires continuous direct contact with patients having a contagious disease, or 3) any other employee whom the Board of Supervisors may by resolution authorize, shall receive per hour worked a premium of five percent (5%) of the hourly equivalent of his/her base rate in addition to his/her regular compensation and in addition to the shift differential provided for in this MOU where he/she meets the requirements of both Section 10 and this Section.

SECTION 49 - LUNCH PERIOD

SECTION 50 - REST BREAKS

It is the position of the Health Services Department that personnel who work an eight and one-half (8-1/2) hour day are on their own time during their lunch period. Personnel who work an eight (8) hour day are to be considered on call.

SECTION 50 - REST BREAKS

Employees shall be entitled to a rest break for each four (4) hours of work. Scheduling of rest breaks shall be determined by management.

SECTION 51 - HEALTH EXAMINATION

Employees of the County who work in a Health Services Department facility will annually be required to complete a Health Questionnaire and take a Tuberculosis Skin Test. In the event that an employee had a positive reaction to a Tuberculosis Skin Test, said employee will be requested to show proof of having had two (2) negative chest x-rays at least one year apart.

Employees will also be requested to be screened for Rubella immunity. If the result of the Rubella test is negative, the appointing authority or designee will recommend that the employee become immunized. If the employee has direct patient contact and refuses to become immunized, an attempt will be made to relocate the employee to a non-patient care area if possible.

SECTION 52 - CLASSIFICATION STUDIES, SPECIAL STUDIES OR OTHER ACTIONS

- A. Grievance Procedure. Following completion of these negotiations, but no later than November 1, 1996, representatives of the County shall meet and confer with representatives of the Labor Coalition in order to develop rules and guidelines governing the conduct and administration of Adjustment Boards.
- B. Wellness Incentive Program. A broad-based pilot Wellness Incentive Program will be developed with input from the joint Labor/Management Wellness Committee. The purpose of this program will be to reward County employees with incentives for participating in Wellness Program activities and encourage them to live healthier lifestyles. The Wellness Committee will work closely with the Human Resources Department on program design and implementation.

Program Design. The Wellness Incentive Program design will include the development of additional wellness activities to

**SECTION 52 - CLASSIFICATION STUDIES, SPECIAL STUDIES OR
OTHER ACTIONS**

compliment the current Employee Wellness Program schedule and collaboration with health plan carriers to develop special programs and activities for County employees and to encourage participation in their established wellness activities. Special emphasis will be placed on supporting major programs such as: Smoking Cessation, Nutrition/Weight Loss, Brown Bag Seminars, Health Screenings and Health Fairs.

Format. A point value system for program participation will be developed wherein each wellness activity and program will be assigned a point value. Points will accumulate and incentive prizes will be awarded to employees upon realizing certain point levels. The value of the prizes will increase with higher point values and one (1) grand prize will be awarded each year to the employee with the highest number of points.

Incentives. A series of incentive prizes will be assigned to certain point values. In addition, recognition for employee and department participation will be an important aspect of the Wellness Incentive Program.

Referral. The parties agree to refer the contents of this proposal to the Wellness Committee for its consideration.

- C. Other Actions. Permanent-Intermittent and Permanent Part-time employees in classes represented by Local No. 1 who wish to have the hours of their position increased, must so request in writing. These requests must be received by the employee's department during the month of February 1997 (or the month beginning sixty (60) days after the MOU is adopted by the Board, whichever is later) and every January thereafter for the duration of this MOU.

Departments reviewing these requests will evaluate them within thirty (30) days of their receipt by considering the actual hours assigned to and worked by the employee during the previous six (6) months and the anticipated continuing need from their assignment on an increased basis.

Those requests which are approved by the department for an increase in hours will be submitted for consideration by the County as a P300 request within an additional sixty (60) days.

Nothing contained herein shall conflict with layoff/reemployment provisions.

SECTION 53 - TEMPORARY EMPLOYEES

- D. The County and Local One agree to establish a subcommittee comprised of three (3) labor and three (3) management employees to review the MOU and to identify and recommend to the parties, the corrections of all typographical errors, inadvertent errors and omissions, and the deletion of obsolete language.
- E. The Health Services Department will develop an identification card for Public Service Officers recognizing they perform their duties under the guidelines set forth in Section 836.5 of the California Penal Code and Section 1250 of the Health and Safety Code.
- F. The parties agree that within forty-five (45) calendar days after approval by the Board of Supervisors of the MOU between the County and Local One, the General Services Department shall reach agreement with employees represented by the Building Trades Unit and reduce to writing, a policy by each craft/shop in the method which overtime is assigned.
- G. The Health Services Department will prepare a P300 converting the Early Periodic Screening and Diagnostic Treatment project positions to permanent positions.
- H. The Health Services Department agrees to study the organization of work and classifications within the Hazardous Materials Division. The study will begin with one hundred twenty (120) days following the ratification of this MOU.
- I. The Health Services Department agrees to study the classifications within the Environmental Health Division. The study will begin within one hundred and twenty (120) days following the ratification of this MOU.4
- J. The County and Local One agree to work out a mutually satisfactory policy regarding scheduling of vacations in the Library with particular attention to scheduling of employees who work at "paired branches."
- K. Ergonomics. No later than May 15, 2000, the County will submit for coalition input revisions to Administrative Bulletin No. 426 dated April 17, 1990, and an Ergonomic Field Guide, with a goal of finalization by June 30, 2000.

SECTION 53 - TEMPORARY EMPLOYEES

- A. Temporary Employees. Temporary employees hired on or after January 1, 1997 may work a maximum of 1600 hours within a department. Thereafter, that temporary may not work in that department for one year as a temporary.

Temporary employees who have worked less than 3120 hours between the period of January 1, 1995 and December 31, 1996 may work an additional 3120 hours after January 1, 1997. A temporary who has reached the additional 3120 hours shall be offered appointment to an existing full-time, part-time or permanent-intermittent position, at the department's discretion, in the classification and department in which they currently work, subject to qualification under the Personnel Management Regulations.

Temporary employees hired after March 1, 2000 in the classifications listed below, may work a maximum of 2080 hours within the Probation Department. Thereafter, that temporary may not work in the Probation Department for one year as a temporary.

IKWA	Cook
GK7A	Custodian
1KVD	Institutional Services Worker

Nothing in this section shall preclude a department from terminating a temporary prior to the temporary reaching the maximum hours allowable.

This Subsection A shall be inapplicable to the following classifications:

Family Support Collection Officer
Probation Counselors
Occupational Therapists - Per Diem
Physical Therapists - Per Diem
Classifications in the Deputy Public Defender Unit

Temporary appointments to fill vacancies resulting from leaves of absence i.e., maternity leaves, medical leaves, Workers' Compensation), temporary assignments for pre-specified periods and short-term, specified seasonal work, are excluded.

Nothing in this agreement precludes the parties from meeting and conferring over future exceptions.

- B. Long Term Temporary Employees. Subject to the approval and establishment of permanent positions by the Board of Supervisors, if necessary, temporary employees represented by Local No. 1, SEIU 535, and AFSCME Local 2700 who have worked not less than 6,000 hours in temporary employee status between January 1, 1991 and July 1, 1996 inclusive, shall be offered an appointment to such positions, subject to qualification under the Personnel Management Regulations, in the classification and department in which they currently work. Such employees shall have the option of either remaining in temporary status (not to exceed 1000 hours in a fiscal year) or being appointed to a Permanent-Intermittent, Permanent Part-time, or Permanent Full-time position. The formula to be used to calculate the position type (full-time, part-time) for each employee who elects appointment to a permanent position is the employee's total number of temporary hours worked on or after January 1, 1991 divided by the total number of months of service in which those temporary hours were worked.

Additionally, the County agrees to meet and confer with the above-named unions concerning the future use of represented temporary employees.

- C. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, credited paid time off hours and earned, but not yet credited paid time off hours, shall be converted to vacation hours and subject to the MOU provisions relating to vacation, except that when a temporary employee is appointed to a permanent position, the employee shall be allowed to use the earned paid time off hours during the first six (6) months of employment in a permanent position.
- D. Health Benefits for Temporary Employees. Effective one hundred and twenty (120) days after all Coalition Employee Organizations have signed their respective Letters of Understanding, the following benefit program shall be offered to temporary employees:
1. Program. The County shall offer CCHP Plan A-2 at the subvention rate of fifty percent (50%) of the cost of the premium for a single individual, to those temporary employees who meet and maintain eligibility.
 2. Eligibility. Initial eligibility shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a temporary employee must remain in paid status a minimum of forty (40) hours during each successive

month and maintain an average of fifty percent (50%) time year-to-date from the date of eligibility.

3. Pre-Pay. Employees who have achieved eligibility under the terms of D.2 will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility. Employees must continue to pre-pay their portion of the health insurance premium in order to continue benefits. In addition, temporary employees who meet the eligibility requirements and who have been voluntarily paying for a County group health program shall be allowed to enroll in CCHP Plan A-2 without a waiting period.
4. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in 3. above for payment for this optional coverage.
5. Implementation. There shall be a sixty (60) day Open Enrollment period with the initial date of coverage effective August 1, 2000. Subsequent Open Enrollment periods shall be for thirty (30) days and coincide with the open enrollment period for County employees beginning in 2001. Temporary employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty (30) days to decide whether or not to elect coverage under this program.

- E. Upon receipt of a request by the Union, the Human Resources Department agrees to meet to discuss the issues related to continuous testing and the frequency of such testing regarding specific classifications.
- F. Effective January 1, 2000, the County shall provide quarterly reports regarding temporary employees which include the following information: employee name, classification, department, mail drop I.D., and number of hours worked in all classifications and departments on a calendar year-to-date basis.

SECTION 54 - ADOPTION

The provisions of this MOU shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions.

SECTION 55 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

SECTION 55 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

55.1 **Scope of Agreement.** Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

The Union understands and agrees that the County is not obligated to meet and confer regarding wages, hours or conditions of employment during the term of this extended agreement, except as otherwise required by law.

55.2 **Separability of Provisions.** Should any section, clause or provision of this MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

55.3 **Personnel Management Regulations.** Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. Those provisions of the Personnel Management Regulations within the scope of representation which are not in conflict with the provisions of this MOU and those provisions of the Personnel Management Regulations which are not within the scope of representation shall be considered in full force and effect.

55.4 **Duration of Agreement.** This Agreement shall continue in full force and effect from October 1, 1999 to and including September 30, 2005. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

SECTION 56 - FAIR LABOR STANDARDS ACT PROVISIONS

The Fair Labor Standards Act, as amended, may govern certain terms and conditions of the employment of employees covered by this MOU. It is anticipated

SECTION 57 - PAST PRACTICES & EXISTING MEMORANDA OF UNDERSTANDING

that compliance with the Act may require changes in some of the County policies and practices currently in effect or agreed upon. If it is determined by the County that certain working conditions, including but not limited to work schedules, hours of work, method of computing overtime, overtime pay and compensatory time off entitlements or use, must be changed to conform with the Fair Labor Standards Act, such terms and conditions of employment shall not be controlled by this MOU but shall be subject to modification by the County to conform to the federal law, without further meeting and conferring. The County shall notify the Union (employee organizations) and will meet and confer with said organization regarding the implementation of such modifications.

SECTION 57 - PAST PRACTICES & EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and past practices not specifically authorized by ordinance or by resolution of the Board of Supervisors is not guaranteed by this MOU; provided, however, that only during the term of this MOU which expires September 30, 2005, the Union may claim a violation of a past practice. If the Union can demonstrate that such past practice exists by virtue of having been acknowledged and agreed to by Management and representatives of the Union or by employees represented by the Union who reach agreement with a Department Head on a specific policy covering a group of employees such as a reassignment policy, the alleged violation of said past practice will be subject to the grievance procedure. Those practices which have been agreed to by Management and not approved by the Department Head must be confirmed and approved by the Department Head within six (6) months from the below execution date of this MOU in order to be considered a past practice pursuant to this provision.

SECTION 58 - UNIT ITEMS

Specific working conditions for the various units represented by the Union are listed in Attachments 58.1 through 58.11.

Execution Date: _____

CONTRA COSTA COUNTY PEU, LOCAL #. 1

SECTION 58 - UNIT ITEMS

58.1 - Agriculture - Animal Services Unit

Agricultural Personnel

- A. The Safety Committee for the Department of Agriculture will remain in effect and will continue to be constituted as follows: One (1) Agricultural Biologist and one (1) Pest Detection Specialist and appropriate management representatives.
- B. Effective on the first of the month following adoption by the Board of Supervisors of this MOU, permanent employees in the classifications of Agricultural Biologist II and Agricultural Biologist III who possess a valid certificate as a Deputy Agricultural Commissioner shall receive a salary differential of three and one-half percent (3 ½%) of base pay.
- C. In recognition of the fact that they work full-time for a significant portion of each year, Permanent-Intermittent employees in the class of Pest Detection Specialist-Project (B9W1) shall be paid for eight (8) hours on any recognized County holiday that occurs in a month where they are in a pay status for eight (8) hours on each work day in that month. In those months in which the employees are continuously employed, both at the beginning and the end of the month, but are not in a pay status for eight (8) hours on each work day, they shall be paid a pro rata share of the eight (8) hours holiday pay based on the portion of the work hours in the month that they were in a pay status.

Weights & Measures Division - Department of Agriculture

- A. The Safety Committee shall consist of one (1) Weights & Measures Inspector and appropriate management representatives.
- B. As circumstances dictate, these this committee and the Agriculture Safety Committee may meet jointly to discuss safety problems of mutual interest.
- C. Effective on the first of the month following adoption by the Board of Supervisors of this MOU, permanent employees in the classification of Weights & Measures Inspector II and Weights & Measures Inspector III possessing a valid certificate as a Deputy Sealer of Weights and Measures, shall receive a salary differential of three and one-half percent (3.5%) of base pay.

Animal Services Personnel

- A. Letters of commendation received by the Department shall be placed in the individual Animal Services Officer's and Animal Center Attendant's files.

- B. The County agrees to continue to pay each Animal Services Officer employed by the County prior to August 1, 1975 a flat monthly fee of sixty-five dollars (\$65.00).

The above fee shall not apply nor be paid to Animal Services Officers who shall continue to use a departmental pickup vehicle for purposes of regularly assigned on-call work.

When an Animal Services Officer, who is receiving the above-specified flat monthly fee of sixty-five dollars (\$65.00) is assigned to on-call work is allowed to use a departmental pickup vehicle for commuting purposes, either on a regular or part-time relief basis (e.g. vacations and/or sick leave), the sixty-five dollar (\$65.00) fee shall be eliminated if such assignment is for a full month or reduced on the basis of fifteen dollars (\$15.00) for each full workweek said employee is allowed to utilize the departmental pickup vehicle for commuting purposes.

The provision of this section dealing with fee payment does not and will not apply to any Animal Services Officer hired on or after August 1, 1975.

- C. Duffel Bag. The Animal Services Department agrees to provide all Animal Services Officers with a duffel/equipment bag for equipment. These bags will be the property of the Animal Services Department and labeled as such.
- D. Uniform Allowance. The monthly uniform allowance for employees in the classification of Animal Services Officer shall be forty dollars (\$40.00). The uniform allowance for Animal Services Officers shall be increased to five hundred sixty-five dollars (\$565) per year and six hundred fifty dollars (\$650) per year on July 1, 1996 and July 1, 1997 respectively, payable 1/12 of the yearly total in monthly pay warrants. Effective July 1, 1999, the uniform allowance will be increased by twenty-five dollars (\$25) for a total of six hundred seventy-five dollars (\$675) per year. Effective July 1, 2000, the uniform allowance will be increased by fifty dollars (\$50) for a total of seven hundred twenty-five dollars (\$725) per year. Effective July 1, 2001, the uniform allowance will be increased by seventy-five dollars (\$75) for a total of eight hundred dollars (\$800) per year. If an increase in the uniform allowance is subsequently approved for Deputy Sheriffs, Animal Services Officers shall receive an increase equal to that received by Deputy Sheriffs
- E. The Departmental Uniform Policy for Animal Services Officers shall be amended to make the wearing of neckties with long sleeve uniform shirts while working in the field optional. The wearing of a necktie or dickey with the long sleeve uniform shirt will be required whenever an Officer is

appearing in court, attending staff meetings, participating in special events or making public presentations.

- F. Trousers. The Animal Services Department agrees to allow Animal Services Officers to wear green denim trousers while in field assignments, provided that each officer has a pair of green dress trousers available to wear when required by the department. Uniforms must be maintained at a standard acceptable to the department. Animal Center Attendants shall be provided with rain gear of the same quality as that provided Animal Services Officers.
The Animal Services Department agrees to reimburse employees in the class of Animal Center Technician for the purchase of green, black, or blue denim trousers up to one hundred dollars (\$100.00) per employee per year.
- G. Departmental Fee Reimbursement. Once during the term of this MOU, each employee in the Animal Services Department may be reimbursed for departmental license and adoption fees incurred by the employee in an amount not to exceed the amount charged by the department for these fees. An employee adopting an animal under this section shall be responsible for payment of all other normal and customary fees associated with that adoption.
- H. Outerwear. The Animal Services Department agrees to reimburse employees in the class of Animal Center Technicians up to fifty dollars (\$50.00) per employee per year for the purchase of outerwear of a type approved by the Department.
- I. The Safety Committee for the Department of Animal Services will remain in effect and will continue to be constituted as follows: One (1) Animal Services Officer and one (1) Animal Center Technician and appropriate management representatives. Committee meetings will be held at least once quarterly, provided that either the union or management may call meetings more frequently to discuss safety issues.
- J. The Animal Services Department has instituted a one-half ($\frac{1}{2}$) hour lunch period for all employees in the classification of Animal Center Technician. Management will determine the time of the lunch period and the starting and quitting times for each employee. Crucial to the continuance of the one-half ($\frac{1}{2}$) hour lunch period will be the impact on service to the public.
- K. The Animal Services Department agrees to continue the current policy of allowing Animal Services Officers and Kennel personnel to sign up for shifts on the basis of seniority.
- L. The Animal Services Department intends to continue the current 4/10 work schedule for the duration of this MOU. Both the County and the Union

understand that continuation of the 4/10 work schedule during the term of this MOU is contingent on adequate funding and retention of sufficient non-probationary personnel to insure adequate service levels. The determination of adequate funding, staffing and service levels is the sole prerogative of the Department, except to the extent required by law to meet and confer on the impact of staffing levels. The County agrees to notify the Union and to meet and confer if the 4/10 schedule is to be terminated.

- M. Animal Services Officers who are required to testify in Court on their day off will receive a minimum of four (4) hours of overtime pay.
- N. For employees in the Animal Services Department assigned to units or services on a shift operational cycle which includes Saturday as designated by the appointing authority (rather than Monday through Friday, eight (8) hours per day or 9/80 schedule), holidays will be observed on the day on which the holiday falls even if it is a Saturday.
- O. Animal Services Officers Participating in Search Warrants. The Department will compensate individual Animal Services Officers in the amount of one hundred dollars (\$100.00) per incident for time spent in assisting police agencies in the serving of search warrants. Only employees involved in actual entry team activities shall be so compensated. The Department continues to retain the sole right to select and assign Animal Services Officers to such search warrant duty.

No provision of this section or its application shall be subject to the grievance procedure.

- P. Life Insurance. Effective January 1, 1997, \$45,000 Group Term Life Insurance will be provided for Animal Services Officers. Premiums for this insurance will be paid by the County with conditions of eligibility to be reviewed annually.
- Q. The County agrees that if there are amendments to State law during the term of this agreement that allow employees in the Animal Services Officer series to be eligible for safety retirement, and such amendments are adopted by Resolution of the Contra Costa County Board of Supervisors, the County will meet and confer on this issue.
- R. Surgical Scrubs. The Animal Services Department agrees to provide the employees in the class of Registered Veterinary Technician with surgical scrubs. The employee is responsible for cleaning and maintenance of the garments.

58.2 - Attendant-LVN-Aide Unit

The following provisions are effective November 1, 1989 unless otherwise specified:

A. The County will observe the following holidays:

January 1st, known as New Year's Day
3rd Monday in January known as Dr. M. L. King Jr. Day
3rd Monday in February, known as Presidents' Day
The last Monday in May, known as Memorial Day
July 4th, known as Independence Day
First Monday in September, known as Labor Day
November 11th, known as Veteran's Day
4th Thursday in November, known as Thanksgiving
The Friday after Thanksgiving
December 25th, known as Christmas Day

Such other days as the Board of Supervisors may by resolution designate as holidays.

B. Employees in positions which are designated as 24-hour positions shall also celebrate:

September 9th known as Admission Day
Second Monday in October known as Columbus Day
February 12th known as Lincoln's Day

C. Employees who only celebrate the holidays listed in A above shall accrue two (2) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one (1) hour, and preference of personal holidays shall be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee shall be paid for any unused personal holidays credits at the employee's then current pay rate.

D. The following provisions indicate how holiday credit is to be applied:

1. Employees on the five (5) day forty (40) hour Monday through Friday work schedule shall be entitled to a holiday whenever a holiday is observed pursuant to the schedule cited above.
2. Employees on a work schedule other than Monday through Friday shall be entitled to credit for any holiday, whether worked or not, observed by employees on the regular schedule.

3. For all employees, if a work day falls on a scheduled holiday they shall receive overtime pay or equivalent compensatory time credit (Holiday Credit) for working the holiday, or if a holiday falls on the day off of an employee, the employee shall be given straight time pay or equivalent compensatory time credit.

The purpose of this plan is to equalize holidays between employees on regular work schedule and those on other work schedules.

If any holiday listed in Section 12.1 falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday listed in Section 12.1 falls on a Sunday, it shall be celebrated on the following Monday. For employees in positions whose shifts include Saturday or Sunday as designated by the appointing authority (rather than Monday through Friday eight (8) hours per day or a designated 4/10 schedule) holidays shall be observed on the day on which the holiday falls regardless if it is a Saturday or Sunday.

- E. Permanent part-time and permanent-intermittent employees in the Hospital Nursing Service who work on a holiday shall receive overtime pay or compensatory time credit for all hours worked, up to a maximum of eight (8).

Permanent part-time employees who do not work on a holiday shall receive holiday credit in the same ratio to the holiday credit given full-time employees as the number of hours per week in the part time employee's schedule bears to the number of hours in the regular full-time schedule, regardless of whether the holiday falls on the part-time employee's regular work day.

- F. 4/10 Shift - Holidays.

1. Holiday Shift Pay. Each 4/10 shift employee who works a full shift on a holiday shall receive time and one-half for the first eight (8) hours worked in addition to regular pay for the holiday. Holiday shift pay shall be subject to provisions of Section 7 - Overtime.
2. Absence on Holiday. The maximum time charged to sick leave, vacation or leave without pay on a holiday shall be two (2) hours.

- G. Accrual of Holiday Time. Employees entitled to overtime credit in positions which work around the clock shall be permitted to elect between pay at the

overtime rate or compensatory time off in recognition of holidays worked. The following procedures shall apply to this selection:

1. Eligible employees may elect, on a quarterly basis, the method of reimbursement for work performed on holidays. The selection between accrued holiday time and/or overtime pay must be made known to the County during each of the calendar months of June, September, December and March for the duration of this MOU.
 2. Employees starting work after a list of those electing to accrue holiday time has been submitted to the Auditor and approved, will be paid overtime unless they specifically requested in writing within seven (7) calendar days to be placed on the accrual list.
 3. Holiday time shall be accrued at the rate of one and one-half (1-1/2) time the actual hours worked to a maximum of eight (8) hours worked by the employee.
 4. Holiday time may not be accumulated in excess of two hundred eighty-eight (288) working hours. Holiday time may be accrued up to two hundred eighty-eight (288) hours, exclusive of regular vacation accruals. After two hundred eighty-eight (288) hours, holiday time shall be paid at the overtime rates specified in Section 7.
 5. Accrued holiday credit may be taken off at times determined by mutual agreement of the employee and the Department Head.
- H. Each permanent employee working in the Hospital Nursing Service and who qualifies for paid holidays shall not be required to work on at least one (1) of the following holidays each year: Thanksgiving, Christmas, New Year's Day.
- I. Employees in this unit who are employed at CCCRMC and are required to work on Thanksgiving, Christmas or New Year's Day will be provided a free meal in the Hospital Cafeteria between the hours of 6:00 a.m. and 6:00 p.m.
- J. Shift Differential.
1. An employee who works overtime shall receive shift differential in addition to overtime compensation only when the overtime hours independently satisfy the requirement for shift differential as stated above. The shift differential shall be computed on the employee's base salary.

2. When a shift employee works on a recognized holiday, the employee shall be entitled to holiday pay and shift differential to be computed on the employee's base salary.
3. An employee in the Hospital Nursing Service who works an evening shift in which the employee works four (4) or more hours after 5:00 p.m. shall receive a shift differential of seven and one-half percent (7-1/2%) of the employee's base pay.

Split shifts in the Hospital Nursing Service with more than one and one-half (1-1/2) hours between the two portions of the shift shall also qualify for the seven and one-half percent (7-1/2%) hourly differential.

An employee in the Hospital Nursing Service who works a night shift in which the employee works four (4) or more hours before 8:00 a.m. shall receive a shift differential of ten percent (10%) of the employee's base pay.

- K. Stat Call. A ten percent (10%) base pay salary differential shall be paid for those shifts on which employees in this and/or other Local No. 1 bargaining units are specifically assigned by the administration to respond to emergency stat-calls if said employees do not qualify for other hazard assignment differential. A five percent (5%) base pay salary differential shall be paid for those shifts in which employees are specifically assigned to respond to emergency stat-calls if said employees qualify for other hazard assignment differential, said five percent (5%) to be in addition to the hazard pay differential.

It is further understood that acceptance of the assignment to stat-calls for those employees hired prior to April 1, 1979 shall be voluntary, provided, however, if insufficient employees volunteer for the stat-calls assignment or additional employees are required on a particular shift, nursing administration shall select employees under their supervision judged to be qualified to handle such assignments because of prior experience and training. All Hospital Attendants, Psychiatric Technicians and Licensed Vocational Nurses hired on April 1, 1979 or thereafter will be advised that they may be required to handle stat-calls and if required will receive training for such assignments. It is the intention of administration to assign employees to stat-calls on a continuing volunteer basis. Employees may request that they be removed from the stat-calls assignment by submitting a request in writing stating the reasons for such request. The administration may remove employees from the stat-calls assignment where it is demonstrated they are no longer capable of handling such assignments.

Effective October 1, 1994 the STAT Team shall be composed of volunteers. This shall be a six (6) month trial program subject to joint labor/management review at the end of six (6) months.

- L. Professional Standards Committee. The County recognizes the continuation of an advisory Professional Standards Committee comprised of Licensed Vocational Nurses, Psychiatric Technicians and Hospital Attendants employed in the Health Services Department. Such a committee shall develop and communicate recommendations only to the Director of Hospital Nursing or Director of Ambulatory Care Nursing and Hospital Administration. The Professional Standards Committee shall schedule one (1) regular meeting at a mutually agreeable time and place during the day shift working hours and the Health Services Department agrees to release a total of six (6) employees; three (3) Licensed Vocational Nurses, one (1) Surgical Technician and one (1) Psychiatric Technician and one (1) Hospital Attendant for a period not to exceed two (2) hours excluding travel time for any one member to attend such meeting. Such Committee members and their alternates shall be selected by Local No. 1. Numerical membership on the Professional Standards Committee shall be such so as to preclude disruption of work activities of any particular work area and shall include at least one (1) representative from the outpatient clinics. Upon two (2) weeks notice, the Committee may request, with approval of the Director of Hospital Nursing or Director of Ambulatory Care Nursing as appropriate, that other personnel attend the monthly meetings, provided that such personnel are furnished with the reasons they have been invited and a written agenda for the meeting they have been asked to attend.

The Health Services Department agrees to meet with the LVN-Professional Standards Committee within sixty (60) days following the ratification of this MOU to discuss such issues as scope of practice, team nursing and the float policy.

- M. Detention Facility. Members of the unit assigned to work in the detention facilities (including Marsh Creek, West County, Orin Allen Youth Rehabilitation Facility, Martinez Detention Facility, Juvenile Hall, Chris Adams Girls Treatment Center, and Summit Center for Boys) shall receive in addition to their base pay a differential of five percent (5%) of base pay as premium compensation for this assignment.
- N. Weekend Differential. Employees in the Attendant/LVN/Aide Unit shall receive a weekend shift bonus of five dollars (\$5.00) per shift for each weekend shift worked which: 1) falls on weekends for which the employee is not scheduled to work in their normal work schedule; 2) falls between the beginning of the night shift on Friday and the end of the evening shift on Sunday; 3) is worked for the full duration of the shift; and 4) is not the result

of a trade. The employee is to note such qualifying shifts on his/her time sheets in order to receive this compensation.

- O. Hospital Schedules. The Health Services Department shall continue to schedule Licensed Vocational Nurses, Psychiatric Technicians and Hospital Attendants with every other weekend off.
- P. Permanent-Intermittent Differential. Permanent-intermittent Licensed Vocational Nurses and Psychiatric Technicians shall be paid a differential of seven and one-half (7-1/2) percent of their base pay.
- Q. O.R. On-Call. A Surgical Technologist assigned to on-call for the Operating Room or Post Anesthesia Recovery shall be paid one (1) hour of straight time pay for each two (2) hours on-call. A Surgical Technologist who is in on-call status for the Operating Room and is called back to duty shall be paid for the actual time spent plus one (1) hour, but not less than three (3) hours total for each call-back. On-call pay will not be paid for call-back time.
- R. Contiguous Shifts. At the County's request, if an employee in this unit works on all or parts of two contiguous shifts (more than eight (8) continuous hours) which is outside the employees regular work schedule and the first eight (8) hours fall on one day and the additional hours fall on the following day, the employee shall be paid a differential of one-half (1/2) the employees base salary rate in addition to the employees base salary rate for the hours worked in excess of eight (8) hours.
Employees in this unit working at the CCCRMC who, at the County's request work two contiguous shifts (sixteen (16) continuous hours) shall be provided a meal in the hospital cafeteria at no cost to the employee

Employees in the Hospital Nursing Service who work a double shift shall receive twenty-five dollars (\$25.00) in addition to all other compensation for each double shift worked. Employees who work from the beginning of their regularly scheduled shift to the conclusion of the next scheduled shift will be considered to have worked a double shift. If the second shift is not completed, the premium will be prorated. If the total hours worked, excluding lunch breaks, exceed sixteen (16) hours, additional prorated premium will be paid.

- S. Continuing Education. Each regular full-time Licensed Vocational Nurse and Psychiatric Technician with one or more years of County service shall be entitled to forty (40) hours leave with pay each year to attend accredited continuing education courses, institutions, workshops, or classes. Full-time Surgical Technicians will be entitled to fourteen (14) hours per year for the same purpose. Written requests for such leave must be submitted in advance and may be approved by the appropriate supervisor only in the

event such leave does not interfere with staffing. The leave is accumulated from year-to-year if; 1) it is applied for and denied, 2) it is applied for this year for a course next year, and 3) if it is applied for to anticipate taking a specific course of more than forty (40) hours duration. The maximum leave available in any fiscal year may not exceed twice what may be accrued in any one fiscal year. The leave hereinabove defined shall not apply to those courses or programs the nurse is required by the County to attend.

A Licensed Vocational Nurse or Psychiatric Technician assigned to the night shift who attends a continuing education course of eight (8) hours duration outside his/her scheduled work time, may receive educational leave pay for the actual course time and may be excused from the night shift immediately preceding or following the course attended.

An employee who attends a pre-approved course on a date for which he/she is not regularly scheduled to work or who completes a pre-approved home study course, will be granted CE time off for the number of hours equivalent of the CE units earned. Only Board of Registered Nurses Accredited Courses will be approved. Such time off must be scheduled in advance by mutual agreement between the employee and the supervisor.

Each full-time Registered Dental Assistant with one or more years of County service shall be entitled to four (4) days of paid continuing education leave every two (2) years.

Permanent part-time employees shall receive prorated CE leave in the same ratio of their position hours to full-time.

Each full-time Hospital Attendant with one or more years of County service shall be entitled to forty-eight (48) hours of paid continuing education leave every two (2) years.

- T. Charge Pay. A fully certified Licensed Vocational Nurse or Psychiatric Technician who, at the County's' request, is placed in charge of a ward for an eight (8) hour shift shall receive an additional five dollars (\$5.00) per shift.
- U. Hospital Call-In Procedures. The following procedures shall apply to employees in the class of Licensed Vocational Nurse, Psychiatric Technician and Hospital Attendant employed at CCCRMC who become ill prior to a scheduled work shift and supersedes Section 14.4 of this MOU.
 - 1. Employees in the Hospital Nursing Service are required to notify the Nursing Office at least two (2) hours prior to the commencement of the evening or night shift or one (1) hour prior to the day shift if they are calling in sick or requesting unplanned time off. Employees in the

58.2 - Attendant-LVN-Aide Unit

Ambulatory Care Nursing Service are required to call in at least one (1) hour prior to their scheduled shift and leave a message in voice mail. Notification shall include the reasons and possible duration of the absence.

2. Employees in the Hospital Nursing Service returning from sick leave or emergency leave of any kind must give two (2) hours prior notice unless it was clearly understood at the outset of the leave when the employee planned to return. In the Ambulatory Care Nursing Service, to the extent possible, employees should notify the Charge Nurse by 4:00 p.m. of the day preceding their anticipated return.
3. Employees in the Hospital Nursing Service calling in sick, asking for emergency time off or calling in to say they will be late, must call the Nursing Office directly and not their unit area to advise of their intentions.
4. Employees who do not give the required notice of their intent not to come to work as scheduled shall be coded as absent without pay for payroll purposes unless they provide a reason which is satisfactory to Nursing Administration. Infrequent absences with justification shall normally later be charged to sick leave.

Hospital Nursing Service or Ambulatory Care Nursing Service employees who are called in to work a shift for which they are not scheduled after that shift has begun shall receive payment for actual time worked plus one (1) hour and shall be paid a minimum of two (2) hours pay.

- V. Vacation. The following vacation accruals shall be effective October 1, 1981 for employees in the Attendant LVN-Aide Unit and other accruals listed in Section 13.2 shall not apply.

<u>Length of Service</u>	<u>Hours</u>	<u>Max.Cumulative</u> <u>Hours</u>
Under 15 years	10	240
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

Vacation for employees in the Hospital and Clinic Divisions Hospital Nursing Service (including the Detention Facilities) and Ambulatory Care Nursing Services shall be scheduled on an annual cycle, April 1 through March 31.

Employees must submit their written vacation request by March 1st of each year. The hospital will post a schedule of vacations by April 1st of each year.

Only one employee per classification from each worksite and shift may receive vacation at the same time. In case of conflict, the employee with the greater length of service in their classification will receive the requested vacation time. Less senior employees will be given the opportunity to request a different time before the annual schedule is posted.

Vacation requests submitted after March 1st shall be considered on a first come basis and shall be subject to staffing availability.

An employee voluntarily changing worksite or shift after March 1st must resubmit a vacation request for consideration on a first come basis.

Vacations which include major holidays, Thanksgiving, Christmas and New Year's Day shall be rotated amongst staff rather than determined by seniority.

- W. Appointment Salary. The County may hire new employees into classes in this bargaining unit at any step of the salary range for the particular class. Consideration shall be given to the qualifications of the appointee relative to current incumbents. The County shall advise the Union of any appointments made at a salary level higher than that of an incumbent with equal qualifications.

- X. Low Census. Unanticipated declines in hospital patient census may result in the need to temporarily reduce staffing hours for periods of time not requiring formal layoff procedures. When this occurs, the Hospital Nursing Service shall use a variety of procedures to call off and reassign staff. Those procedures will generally emphasize the call off of volunteers first, and the retention of permanent employees.

Employees may voluntarily request accrued time off by calling the Staffing Office and asking to be placed on a standing Absent Day list to be used for voluntary call offs in future low census days.

The Staffing Office will seek voluntary call offs on a shift-to-shift basis.

Employees will be floated to available assignments in other units for which they are oriented or otherwise qualified.

If necessary, as assessed on a daily basis, employees will be required to take Involuntary Call Off days on an equitable rotation. Order of Involuntary Call Off will normally be Registry, Temporary, Permanent-intermittent, Permanent Part Time and Permanent Full-time. The maximum number of

Involuntary Call Off days per permanent employee will not exceed one shift per month or three (3) shifts per year. Permanent employees will be offered the option of using vacation or holiday accruals if the employee has the accruals available. Otherwise, the employee will be placed on AWOP.

LT, Overtime or Registry Nurses will not be assigned to work on units for which an employee who is on Involuntary Call Off day is qualified to work. Involuntary Call Offs will be reasonably distributed among the various nursing classifications consistent with the staffing patterns for patient census and acuity needs.

Employees will be notified a minimum of two hours in advance of each shift for which an Involuntary Call Off day is assigned. In the event such notice is not given, the affected employee will receive a minimum of two (2) hours work at the employee's regular rate. Should the hospital make such a documented attempt to notify the employee of a cancellation of shift, but be unsuccessful in doing so, this pay provision will not apply. It is the responsibility of the employee to maintain a current telephone number with the Staffing Office. Failure to do so relieves the Hospital of the notification and pay obligations.

The same procedures will be used in the event of reduced patient visits in the Ambulatory Care Nursing Service. They will be applicable at all Clinics and Health Centers.

These procedures will apply in the hospital when the patient census falls below 120. This provision shall remain in effect for the duration of this MOU.

- Y. Central Supply. For employees in Central Supply, the County will provide pant suits as an option and shall also provide poncho type rain apparel as needed in rainy weather.

Employees in Central Supply are scheduled on the basis of an eight and one-half hour day and are on their own time during the lunch period. If operational reasons preclude an employee from leaving the work area during the lunch period, such time shall be considered worked and will be paid at the overtime rate.

The Health Services Department agrees to study the organization of work and classifications within the Central Supply Division. The study will begin within ninety (90) days following the ratification of this MOU.

- Z. Public Service Officers. At the Service Integration Program Family Service Centers, the Public Service Officers shall be allowed a one-half (½) hour

paid lunch to remain on-site throughout the 8:30 a.m. - 5:00 p.m. service hours.

58.3 - Building Trades Unit

- A. The County shall continue to supply employees in the Building Trades Unit with specific tools which shall be maintained and secured on County premises. No tools other than those supplied by the County may be used except upon prior authorization of the County.
- B. The County shall pay each employee in the Building Trades Unit a reimbursement of twenty-five dollars (\$25.00) per month, such to defray the cost of supplying and cleaning clothing worn in the performance of regular duties.
- C. Employees in the unit assigned to work in the County Detention Facility shall receive in addition to their base pay a differential of five percent (5%) of base pay as premium compensation for this assignment.

The County will provide reimbursement, up to fifty dollars (\$50.00) per calendar year to Painters and Steamfitters for special blood tests, the purpose of which is to detect lead or other heavy metals. A statement from the Physician must be submitted with the receipt.

Employees in the unit who work four (4) or more hours of overtime after midnight on a regularly scheduled work day may request and shall be granted the use of vacation, holiday or compensatory time for all or part of that day.

58.4 - Deputy Public Defenders Unit

- A. Professional Advisory Committee. The Professional Advisory Committee shall be continued. Said committee shall be composed of not more than two (2) employee representatives appointed by the Public Defenders Unit of Local No. 1 and two (2) department representatives and shall meet at the request of either party, within a reasonable period of time.
- B. Paid Personal Leave. On January 1st of each year, employees in the classes of Deputy Public Defender I, II, III, and IV and will be credited with eighty (80) hours of paid personal leave to recognize the unavailability of overtime payments and compensatory time off for Deputy Public Defenders. Employees appointed after July 1st shall be eligible for forty (40) hours of paid personal leave on the first succeeding January 1st and

58.4 - Deputy Public Defenders Unit

- shall be eligible for eighty (80) hours annually thereafter. Said personal leave must be used during the calendar year in which credited and may not be carried forward. Paid personal leave is separate from paid vacation and will be accounted for accordingly. Upon separation from County service, there shall be no payoff for unused personal leave credits.
- C. The Public Defender's Office agrees to continue the current leave policy for Deputy Public Defenders.
- D. Effective July 1, 1992, the Public Defender's Department agrees to discontinue the current Miranda Watch provisions that provide for one day of compensatory time for each week of Miranda Watch as set forth in the agreement between the County and the Union dated February 19, 1980.
- E. The County shall reimburse each Deputy Public Defender up to a maximum of five hundred dollars (\$500) for each fiscal year commencing July 1, 1997 for the following types of expenses: membership dues in legal, professional associations; purchase of legal publications; legal on-line computer services; and training and travel costs for educational courses related to the duties of a Deputy Public Defender; and software and hardware from a standardized County approved list or with Department Head approval, provided each Deputy Public Defender complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors. Commencing July 1, 2000, the maximum will be increased to six hundred dollars (\$600) for each fiscal year.

Any unused accrual may be carried forward to the next fiscal year up to seven hundred dollars (\$700). Commencing July 1, 2000, any unused accrual may be carried forward to the next fiscal year up to eight hundred dollars (\$800). The Training Reimbursement provision contained in Section 28 of this MOU shall not apply to employees in the Deputy Public Defenders Unit.

The County shall reimburse each Deputy Public Defender for California State Bar membership dues (but not penalty fees) and for criminal specialization fees. To be eligible, one must be a permanent Deputy Public Defender with the Contra Costa County Public Defender's Department as of January 1 of the calendar year for which reimbursement is requested.

- F. Effective the first of the month following adoption of this MOU, the vacation schedule listed below shall be maintained for Deputy Public Defenders' Grades I, II, III, IV.

<u>Length of Service</u>	<u>Hours</u>	<u>Max. Cumulative Hours</u>
Under 11 years	10	240
11 years	10 2/3	256
12 years	11 1/3	272

13 years	12	288
14 years	12 2/3	304
15 - 19 years	13 1/3	320
20 - 24 years	16-2/3	400
25 - 29 years	20	480
30 years and up	23-1/3	560

- G. Effective November 1, 1984, agency shop provisions, as cited in Section 2.2 of the MOU between Local No. 1 and the County become operative.
- H. Effective the first month following execution of this MOU or as soon thereafter as possible, Deputy Public Defenders will be covered by a long-term disability insurance policy identical with that currently covering employees in the Deputy District Attorney class series.
- I. Public Defenders may choose reimbursement for up to one-third (1/3) of their annual vacation accrual, subject to the following conditions:
 - 1. The choice can be made only once in each calendar year.
 - 2. Payment shall be based on an hourly rate determined by dividing the employee's monthly salary by 173.33.
 - 3. The maximum number of hours that may be reimbursed in any one year is one-third (1/3) of the annual accrual.

In those instances where a lump sum payment has been made in lieu of a retroactive general salary adjustment for a portion of the calendar year which is subsequent to exercise by an employee of the vacation buy-back provision herein, that employee's vacation buy-back shall be adjusted to reflect the percentage difference in base pay rates upon which the lump sum payment was computed provided that the period covered by the lump sum payment was inclusive of the effective date of the vacation buy-back.

The granting of such vacation buy-back is subject to the sole discretion of the Public Defender whose decision is final. The Public Defender will meet and confer with employee representatives to develop criteria for the granting of such vacation buy-back.

- J. Life insurance. Effective February 1, 1997, \$45,000 Group Term Life Insurance will be provided for Deputy Public Defenders. Premiums for this insurance will be paid by the County with conditions of eligibility to be reviewed annually.

58.4 - Deputy Public Defenders Unit

- K. Deferred Compensation. Effective February 1, 1997, employees represented by Local One in the Deputy Public Defenders' Unit will be eligible to participate in the County's Deferred Compensation Plan. The County will contribute forty (\$40) dollars per month to the deferred compensation accounts of all employees in the Public Defenders' Unit who participate in the County's Deferred Compensation Plan. To be eligible for this contribution, qualifying employees must:

Complete a County interest form and return it to the Benefits Service Unit, deposit the Qualifying Base Contribution Amount indicated below in his/her deferred compensation account, and maintain a minimum monthly contribution to the deferred compensation plan in the amount indicated below:

58.4 - Deputy Public Defenders Unit

<u>Current Monthly Salary</u>	<u>Qualifying Base Contr. Amount</u>	<u>Monthly Base Contrib. Amt. For Maintaining Incentive Eligibility</u>
\$2,500 and below \$ 250		\$ 50
\$2,501 - 3,334	500	50
\$3,335 - 4,167	750	50
\$4,168 - 5,000	1000	50
\$5,001 - 5,834	1500	100
\$5,835 - 6,667	2000	100
\$6,668 & Above	2500	100

Only those contributions made to the Deferred Compensation Program as of the date the employee signs the County interest form qualify under the program as the "Qualifying Base Contribution Amount".

If for any reason an employee's monthly contribution falls below the minimum amount required, the employee is no longer eligible for the County's forty (\$40) dollars per month contribution and he/she must requalify for the contribution by again satisfying the above listed criteria.

L. Effective the first of the month in which the Board of Supervisors approves the Letter of Understanding dated December 9, 1999, performance pay may be granted in recognition of outstanding performance to employees in the classification of Deputy Public Defender IV as follows:

1. Two and one-half percent (2-1/2 %) step.
2. Employee must be at top merit step of the salary range.
3. Award must be based on an annual evaluation of work performance.
4. Will be awarded on the employee's anniversary date.
5. Shall remain in effect for twelve (12) months only.
6. May be rescinded effective the first of any month based on an evaluation of performance.

M. Public Defender Investigators. Benefits under Section 58.4 – Deputy Public Defenders Unit that are applicable to Public Defender Investigator I and II shall be listed below:

Commencing October 1, 1999, the County shall reimburse each Public Defender Investigator up to a maximum of two hundred fifty dollars (\$250) each fiscal year for the following types of expenses: membership dues in investigation/legal/professional associations; purchase of investigation/legal publications; and training travel costs for educational

58.5 - Engineering Unit

courses related to the duties of a Public Defender Investigator; and software and hardware from a standardized County approved list or with Department Head approval, provided each Public Defender Investigator complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors.

Any unused accrual may be carried forward to the next fiscal year up to three hundred seventy five dollars (\$375).

58.5 - Engineering Unit

- A. The Public Works Department will continue a one-half (½) hour lunch period for all employees in the classification of Junior Drafter and Senior Drafter. Management will determine the time of the lunch period and the starting and quitting times for each employee. Crucial to the continuance of the one-half (½) hour lunch period will be the impact on service to the public.

The existing system of one-half (½) hour lunch periods in the Assessor's Department will be continued.

- B. Employees in the classifications of Grading Technicians and Senior Grading Technicians shall be reimbursed for the actual cost of rain gear up to a maximum of thirty-five dollars (\$35.00).
- C. The Public Works Department and the Assessor's Office shall continue a flexible forty (40) hour work week for Junior Drafter and Senior Drafter.
- D. The County shall conduct an election among the members of the Engineering Unit to determine whether a majority of those voting wish to have State Disability coverage.

58.6 - Family and Children's Service Unit

It is understood for this Unit that all terms and conditions of the MOU shall apply except (1) those sections which pertain to the Merit System, (2) those limited in Attachment A, as modified below, and (3) entitled Sections in the MOU modified below:

- a. Salaries. Because employees in the Family and Children's Services Unit receive external State and federal funding for their programs, these employees are not eligible for general cost of living wage adjustments negotiated between Local One and the County.

Should funds become available during the life of this MOU from any of the State or federal sources funding the Department's programs which the Community Services Department deems appropriate for an annual cost of living adjustment or other salary increase for employees of the Family and Children's Services Unit, the Department and Local One shall meet and confer annually during the month of July regarding the distribution of these funds. The payment of any COLAs to employees in the Family and Children's Services Unit resulting from this process shall be effective on the July 1st of that year.

The above section 58.6(a), will not be applicable during the term of this extended MOU.

- b. Separation Through Layoff. All current MOU provisions regarding seniority and layoff shall apply to employees of the Family and Children's Services Unit with the following modifications which are implemented to recognize that some positions in the Division are not funded on a year-round basis and that annual work cycles of positions in the same class may vary:
1. Specific positions otherwise denoted "full time" may be assigned a work cycle which is less than a full twelve-month year.
 2. Positions in the same class may be filled on both a year-round (12-month) and less than year-round basis. Some employees will be subject to periods of layoff in accordance with the following provisions:
 - a. Employees will be notified at the time of initial employment or promotion into the class as to the duration of the work year for the position being filled
 - b. Laid off employees are provided with an assurance of return to work at the beginning of the next work cycle if the position is still funded.
 - c. In situations where employees return to work together at the beginning of varying length work cycles, employees will be provided the opportunity to select assignment to the longer work cycle on the basis of seniority in class. This provision shall not apply to work cycles which begin at different times.
- c. Promotion. Promotional opportunities shall be available within the Unit to members with the understanding that due to their Project status, the employees may not participate in Merit System promotional examinations.

Notwithstanding this limitation, the Community Services Department may request that the Director of Human Resources announce open examinations on a restricted basis, such as "Open Only to Employees of the Community Services Department" for the purpose of targeting qualified applicants.

When an examination is restricted to the Community Services Department, employees who have qualified and who have earned a score of seventy percent (70%) or more shall receive five one-hundredths (.05) of one percent for each completed month of service as a permanent employee in the Community Services Department continuously preceding the final date for filing for the examination. The credits shall be included in the final percentage score from which the rank on the list is determined. No employee however, shall receive more than a total of five (5.0) points for seniority in any such examination. Employees are in no way restricted from applying to compete in any examination announced by the County on an "open only" or "open and promotional" basis.

- d. Disciplinary Action. Employees of the Family and Children's Services Unit shall be subject to all provisions of MOU Section 24 - Dismissal, Suspension, Temporary Reduction in Pay and Demotion, except that those references to the Merit System in 24.1 (c) and (k) are changed to read "County Service" and "County Ordinance or Resolution" respectively; and the reference to the Merit Board in 24.5 and 24.6 (c) shall be deleted.
- e. Grievance Procedures. Employees of the Family and Children's Services Unit shall be subject to all provisions of MOU Section 25 - Grievance Procedure, except that if an appeal is made to the Merit Board on the basis of alleged discrimination, such appeal may not also be subject to the grievance procedure.
- f. Reassignment and Bid Procedures. With respect to reassignment of work location, provisions of MOU Section 22.3 - Reassignment of Work Location, shall apply and are amplified as follows:
 - 1. The Family and Children's Services Division agrees to post all vacancies for at least five (5) days to allow for reassignment applications.
 - 2. In considering any request for reassignment of Family and Children's Services staff, the Family and Children's Services Division will fill the initial vacancy with the most senior employee requesting the reassignment. Any subsequent vacancies which are created through filling the initial vacancy will be filled based on requirements of the Family and Children's Services Division.

3. Once annually, on a date to be mutually agreed upon by the Department and the Union, the Department and Local One will conduct an open bid meeting wherein all employees may bid for vacant positions on the basis of seniority. Any vacant positions that existed as of thirty (30) days prior to the bid meeting will be filled by seniority. Additional vacant positions which are created through the bid procedure will also be filled by seniority. If all vacancies are not filled through the annual bidding process, the Division will fill the positions based on Division requirements.

58.7 - General Services and Maintenance Unit

- A. General. All existing departments safety awards shall continue for the duration of this MOU.
- B. Field Personnel.
 1. The County will provide coveralls or overalls to each employee assigned to the paint crew and bridge crew in the Public Works Maintenance Division of the Public Works Department and will launder such clothing on a regular basis. The employees will be required to select either coveralls or overalls; this choice shall be considered a permanent selection. Coveralls shall be provided for the employee assigned to and operating the Gradall.
 2. The Safety Committee of the Public Works Department, as previously referenced in a Departmental MOU, shall continue for the duration of this agreement.
 3. Laborers participating in the Public Works Department Equipment Operator I training program and who are employed as Laborers prior to July 1, 1977 will be paid mileage allowance in accordance with the existing County policy such miles driven each day which exceed by ten (10) miles the miles driven between their residence and the location they worked immediately prior to entering said training program. It is understood that this agreement was made to take into account the very specialized nature of the aforementioned training program and should not in any way be considered as setting a precedent with regards to the County mileage policy.
 4. The Public Works Department agrees to offer Defensive Driver Training to employees on road maintenance crews.

58.7 - General Services and Maintenance Unit

5. The General Services Department will meet and confer with the Union if it intends to increase the work test crews beyond nine (9) members.
6. On a trial basis for the employees in the General Services and Maintenance Unit, and at the sole discretion of the Director of Human Resources upon written request stating the reasons for such request, the Union may appoint an individual to observe instructions given an oral board by the appointing authority on his/her own time.

C. Shop Personnel.

1. The County will pay Equipment Mechanics a tool allowance of two hundred fifty dollars (\$250.00) per calendar year effective January 1, 2000, two hundred seventy-five dollars (\$275.00) per calendar year effective January 1, 2001, and three hundred dollars (\$300.00) per calendar year effective January 1, 2002. Air tools will be considered an eligible tool allowance item. The tool allowance benefit will be provided on a reimbursement basis through submission of County payment demand forms with proof of purchase.
2. Employees in the classes of Equipment Mechanic, Apprentice Mechanic, Equipment Services Worker and Garage Attendant will have the choice of the County providing coveralls or pants and shirt. The employees will be required to select either coveralls or pants and shirt; this choice shall be considered a permanent selection.
3. Employees referenced in C.2 above shall be provided with additional uniforms so as to enable the employee to have a clean uniform each day.

D. Building Maintenance & Miscellaneous Employees

1. Union Stewards in the Building Maintenance Division shall be relieved from their assigned work duties by their supervisors within twenty-four (24) hours (excluding Saturdays, Sundays, and holidays) upon receipt of a request by an employee in that division to investigate and/or process a grievance initiated by said employee.
2. The Building Maintenance Division of the General Services Department will continue the seven (7) day per week maintenance coverage of County facilities by Operating Engineers.
3. Custodians in the Probation Department specifically assigned responsibility in writing for providing work training to assigned juveniles shall receive in addition to their base pay a differential of five percent (5%) of base pay as premium compensation for this

additional responsibility. Such differential to be computed on the basis of hours actually spent in directing juveniles in work training.

4. The vacation scheduling procedure for Custodians I and II in the Buildings and Grounds Division of the General Services Department shall be as follows:

All employees, in order of seniority, with the Buildings and Grounds Division of the General Services Department shall be afforded the opportunity to indicate their preference of vacation dates for their vacation entitlement by area. If an employee wishes to split his/her vacation entitlement and schedule a portion of his/her vacation at another time, he/ she shall be afforded a second opportunity to exercise his/her seniority in scheduling each second choice after all other employee's vacations have been scheduled.

For example: If an employee has a vacation entitlement of four (4) weeks and wishes to take two (2) of those weeks in July, his/her preference for the specific dates in July would be reviewed by the department in accordance with his/her seniority. Once the first choice of vacation dates for this employee and all other employees have been reviewed by the department and scheduled by area in accordance with seniority, the employee may indicate his/her preference of vacation dates for the remaining two (2) weeks of his/her vacation entitlement which again will be reviewed and scheduled by area by the department in accordance with his/her schedule.

5. Cooks, Lead Cooks and Operating Engineers assigned to the County's Main Detention Facility or the Marsh Creek Detention Facility shall receive in addition to their base pay, a differential of five percent (5%) of base pay as premium compensation for this assignment.
6. Custodians assigned to the County's Main Detention Facility or Marsh Creek Detention Facility and who are required to work in inmate modules shall receive in addition to their base pay a differential of five percent (5%) of base pay as premium compensation for this assignment.
7. The Building Maintenance Division of the General Services Department shall continue the safety committee of no less than two (2) employees selected by Contra Costa County Employees Association, Local No. 1 in the classes of Window Washer and Lead Window Washer to discuss various safety problems. This committee

58.7 - General Services and Maintenance Unit

shall meet not less than once every three (3) months nor more than once a month upon request of the employees.

8. The County shall pay Stationary Engineers and Lead Stationary Engineers in the General Services and Maintenance Unit a reimbursement of twenty-five dollars (\$25.00) per month, to defray the cost of supplying and cleaning clothing worn in the performance of regular duties.
9. The County will provide reimbursement, up to sixty-five dollars (\$65.00) per calendar year, to permanent Groundskeepers, Gardeners and Lead Gardeners for the purchase of coveralls or overalls worn on the job.

E. Communications.

The Communications Division Safety Committee shall be continued. Said Committee shall consist of two (2) Communications Division employees selected by the Union. Said Committee shall meet quarterly with a Manager and the Departmental Safety Coordinator. Said meetings shall not exceed one (1) hour in duration except by mutual agreement of the parties.

F. Sheriff's Personnel.

The County shall continue to pay twenty-five dollars (\$25.00) per month uniform allowance for employees in the Sheriff's Department who are required to wear a uniform in the performance of their duty in the following classifications: Sheriff's Services Assistant I, Sheriff's Services Assistant II and Storekeeper.

G. Building Inspectors.

1. The Building Inspection Department shall pay Inspectors a reimbursement up to a maximum amount of fifty dollars (\$50.00) plus sales tax per calendar year, for the purchase of knee pads and coveralls, and thirty-five dollars (\$35.00) plus sales tax per calendar year, for rain boots and rain gear.
2. Building Inspectors are assigned by the Building Inspection Department to Housing Rehab, Mobile Home, Commercial inspections Code Enforcement, Weatherization and Residential inspection activities. These assignments may be rotated at the discretion of the Department Head.

H. Central Service.

1. Local No. 1 will select a spokesperson who is an employee of the County Administrator's Office to bring to the attention of and discuss with the Department Head or his designee at convenient times any safety problems existing within the department.
2. The County will provide employees in the class of Driver Clerk, poncho type rain apparel.

The above does not exclude any other employee from bringing to the attention of the management of the County Administrator's office any safety problems that may exist.

3. Effective the first month following execution of this MOU, Office Service Workers will be paid at the applicable higher rate from the first day when substituting on Driver Clerk routes.

I. Hospital Workers.

1. If an employee in this unit, employed at the County Hospital, who at the County's request works on all or part of two contiguous shifts (more than eight (8) continuous hours) which is outside the employees regular work schedule and the first eight (8) hours fall on one day and the additional hours fall on the following day, the employee shall be paid a differential of one-half ($\frac{1}{2}$) the employees base salary rate in addition to the employees base salary rate for the hours worked in excess of eight (8) hours.
2. Employees in this unit working at the CCCRMC who at the County's request work two contiguous shifts (sixteen (16) continuous hours) shall be provided a meal in the Hospital Cafeteria at no cost to the employee.
3. Employees in this unit who are employed at CCCRMC and are required to work on Thanksgiving, Christmas or New Year's Day will be provided a free meal in the Hospital Cafeteria between the hours of 6:30 a.m. and 6:30 p.m.
4. Where only one Storeroom Clerk is on duty on a shift at the main Hospital Storeroom on a given day, and the Storeroom cannot be closed for one-half ($\frac{1}{2}$) hour to permit that Storeroom Clerk an unpaid lunch period, the Storeroom Clerk will be scheduled to work a straight eight (8) hour shift with a paid lunch period.
5. The County shall provide pantsuits as an option to employees in the classes of Central Supply Technician, Lead Central Supply Technician, Institutional Services Aide and Institutional Services Worker's who are normally furnished uniforms by the County.
6. The County will provide poncho type rain apparel as needed for employees in the Hospital Central Supply and Environmental Service who are required to go outdoors while its raining.
7. Employees in the class of Central Supply Technician are scheduled on the basis of an eight and one-half (8-1/2) hour day and are on their own time during their lunch period. If operational reasons preclude an employee from leaving the work area during the lunch period, such time worked shall be paid at the rate of time and one-half.

J. Library Personnel.

1. Section 12 of this MOU regarding holidays is modified for all employees in this unit assigned to the Library to delete the day after Thanksgiving as a holiday and to add the day before Christmas as a holiday. The Libraries will close at 6:00 p.m. on the day before Thanksgiving.
2. The Driver Clerk permanently assigned to drive the Bookmobile shall receive in addition to his/her base pay a differential of five percent (5%) of base pay as premium compensation for this assignment.
3. Employees in this unit assigned to the Library who work Saturday shall receive a five percent (5%) differential for all hours worked on Saturday. Said five percent (5%) differential shall not apply to any overtime hours worked on Saturday.
4. The Libraries will close at 5:00 p.m. on New Year's Eve. Employees in this unit assigned to work at the Library shall rearrange their work schedules so that they work a full eight (8) hour shift.

58.8 - Health Services Unit

A. Public Health Nurses.

1. The current Public Health Nurse Professional Standards and Practices Committee (PSPC) shall continue for the duration of this MOU. The PSPC will be comprised of seven members.
2. Effective July 1, 1996, approved Continuing Education Leave (CE) time entitlement will be twenty-four (24) hours per fiscal year for the full-time, permanent Public Health Nurse. Permanent part-time PHN's will have their approved CE time entitlement prorated on the basis of the number of hours they work in relation to the regular forty (40) hour work week, with a minimum of fifteen (15) hours per fiscal year.

CE time may be carried over into the next fiscal year and added to the CE time entitlement for that year without restriction, up to twice the annual accrual. Employees who have more than twenty-four (24) hours unused CE time at the end of fiscal year 95/96, may carry over the entire balance into fiscal year 96/97.

An employee who attends a pre-approved course on a date for which he/she is not regularly scheduled to work or who completes a pre-approved home study course will be granted CE time off for the number of hours equivalent to the CE units earned. Only Board of Registered Nurses Accredited Courses will be approved. Such time off must be scheduled in advance by mutual agreement between the employee and the supervisor.

3. The pay differential between the classes of Public Health Nurse and Registered Nurse existing on 6/30/85 shall be maintained for the duration of this MOU.
4. Public Health Nurses may take either a half-hour (1/2) or one-hour (1) lunch break, provided the operational needs of the department are met.
5. The deep class resolution for Public Health Nurse shall remain in effect for the duration of this MOU unless modified by mutual agreement.
6. If reassignments of less than eight (8) weeks duration are needed to cover for vacation relief, sick leave, temporary shifts in workload, training assignments or other short term needs, management shall solicit volunteers. If there are insufficient volunteers, assignments will be based on inverse seniority within the affected program.
7. Vacations.
 - a. Vacations for Public Health Nurses shall be scheduled on an annual cycle, April 1 through March 30. Employees must submit their written vacation requests by February 1st of each year. Administration will post a schedule of vacations by March 1st of each year.
 - b. At least one Public Health Nurse from each office or program will receive scheduled absences, including continuing education and vacation, at any given time. With supervisor's approval, additional time off requests may be granted, based on staffing and caseload. The employee with the greater length of service in their classification will receive the requested vacation time. Less senior employees will be given the opportunity to request a different time before the annual schedule is posted. Absences for sick leave, disability and regular days off will not be counted as scheduled absences.
 - c. An approved vacation will not be unilaterally canceled.

- d. An employee voluntarily changing work position or assignment between programs or regional offices after March 1st must resubmit a vacation request for consideration on a first come basis.
 - e. Vacations which include major holidays, Thanksgiving, Christmas and New Year's Day shall be rotated amongst staff rather than determined by seniority.
8. Public Health Nurses in Home Health.
- a. Scheduling. The Home Health Agency management is responsible for developing a Countywide weekend/holiday schedule. That schedule will include four (4) nurses, one (1) with primary call, two (2) with secondary call and the fourth with back-up call. The primary nurse on-call is responsible for covering HHA cases Countywide. The primary nurse position generally is filled by the two (2) permanent part-time (PPT) weekend nurses (W/E) who will rotate on an every other week basis with the following exceptions:
 - 1. The permanent part-time W/E nurses are never responsible for covering any of the four (4) major holidays, even if they occur on a weekend.
 - 2. PPT W/E nurses do not cover any mid-week holidays (Tuesday through Thursday).
 - 3. Three (3) day weekends are covered by the PPT W/E nurses on a rotating basis according to their schedule.
 - 4. Any remaining weekend days, and all remaining holidays to be covered, will be assigned to HHA pool nurses according to an alphabetical rotation, but taking into consideration those nurses who have not yet been assigned a major holiday.
 - 5. The secondary nurses are responsible for covering all the cases that cannot be seen by the primary nurse. Generally, the secondary nurses will work during his/her assigned weekend. The fourth nurse scheduled, the back-up nurse, will work only if one of the primary or secondary nurses is unavailable to work.

6. The secondary and back-up call lists are developed using the alpha list as a basic tool, modified to take into account the following principles:
 - a. beginning with the new year where the previous alpha list left off;
 - b. the previous major holiday assignments;
 - c. personal preferences submitted by staff;
 - d. avoidance of back-to-back weekend assignments;
 - e. attempt to make scheduled weekends at least six weeks apart;
 - f. attempt coordination of Central County staff members with West County staff members on mid-week holidays and major holidays;
 - g. avoidance of scheduling an individual for more than one (1) three (3) day weekend during the year;
 - h. avoidance of scheduling any given employee for more than one (1) major and one (1) non-major holiday during the year;
 - i. administration will attempt to ensure that no nurse is scheduled for more than six (6) weekends per year.

- b. Major Holidays. The major holidays are:

Thanksgiving Day
The day after Thanksgiving
Weekend following Thanksgiving Day
Christmas Day
New Year's Day

Once a nurse has been scheduled for a major holiday, he or she will not be scheduled for an additional major holiday until everyone else has been scheduled.

- c. Filling Vacancies. Vacancies in the schedule will first be filled by nurses who volunteer to work additional call assignments, if

feasible. New nurses will be used to fill vacancies on a prorated basis. If neither of the above methods is feasible, the back-up position will be shifted to cover secondary call and secondary call would be shifted to cover primary call. The resulting vacant back-up position will be designated by HHA management.

- d. Trades. Call can be traded with the agreement of the two (2) nurses involved and approval of HHA management. Nurses who volunteer for additional weekends will have those weekends count toward their maximum. A nurse may request a day off following a weekend worked on-call, and will receive a day off during that following week.
- e. Permanent Part-time Weekend Nurses. Permanent part-time (PPT) employees will normally work every other weekend, but that schedule may be modified according to the provisions for PPTs W/E above. The normal work schedule for the PPT W/E nurse includes the day before the weekend worked and the day after, but this schedule may be modified at the request of the nurse with the approval of the supervisor. The remaining time of the PPTs will be scheduled by the nursing supervisor, taking into account the preference of the nurse.
- f. Discharge Planner. The Discharge Planner provided to CCCRMC by the HHA is not part of the weekend/holiday call schedule.

B. Environmental Health

1. Environmental Health Inspectors. The County shall continue the Professional Standards Committee comprised of Environmental Health Inspectors selected by Local No. 1 and employed in the Health Services Department who may, as a committee, develop and communicate recommendations to the Director of the Environmental Health Division of the Health Service Department. The Professional Standards Committee may schedule only one (1) regular meeting each month during working hours, and the County will release from duty a maximum of two (2) Environmental Health Inspectors for a period not to exceed one (1) hour for any Environmental Health Inspectors to attend such meeting. The agenda and minutes of each meeting shall be forwarded to the Director of the Environmental Health Division. It is understood that the Professional Standards Committee is advisory only and the subjects it reviews shall be restricted to those directly related to Environmental Health Inspector's practices.

2. Hazardous Materials Specialists. Hazardous Materials Specialists will be paid a differential of fifty dollars (\$50) per month while participating on the Incident Response Team.
- C. Clinical Laboratory Technologist. The Health Services Department shall continue a staggered lunch period system for the Clinical Laboratory Technologist I & II and Senior Clinical Laboratory Technologist classifications in order to ensure uninterrupted lunch periods for these employees. A Clinical Laboratory Technologist II who, at the County's request, is placed in charge of clinical laboratory assignments for an eight (8) hour shift, shall receive an additional five dollars (\$5.00) per shift.

Each full-time employee in the classes of Clinical Laboratory Technologist I & II and Senior Clinical Laboratory Technologist will be granted sixteen (16) hours per year of continuing education (CE) leave to complete courses required for license renewal. For permanent part-time employees, CE leave will be prorated based on their assigned hours. Employees may carry over CE leave from one year to the next to a maximum of thirty-two (32) hours without restriction.

D. Physical, Occupational & Recreation Therapists.

1. The present Professional Standards Committee for this group of employees will be continued for the duration of the MOU.
2. The present release time for staff development and flex time work schedule for Therapist in the California Children's Services Program will be continued for the duration of this MOU. If the County desires to change either of the above it will offer to meet and confer with the Union before doing so.

E. Substance Abuse Staff. There shall be a Substance Abuse Counselor Professional Performance Committee consisting of employees in the Substance Abuse Rehabilitation job series. The purpose of the Committee is to meet to consider and discuss patient care and professional practice. It may also formulate advisory recommendations and proposals concerning such matters. The Committee shall not discuss economic matters, such as wages, hours and other economic conditions that may be subject to meet and confer. The Professional Performance Committee may schedule one (1) regular meeting each month during working hours, provided that such meeting shall not conflict with normal work activities and shall be agreeable to the Substance Abuse Program Director. The Department will release from duty no more than three (3) Substance Abuse Counselors for a period not to exceed two (2) hours.

Substance Abuse Counselors released for these meetings shall promptly report meeting and travel time to the Substance Abuse Program Director or designee.

The Committee shall prepare written minutes of all Professional Performance Committee meetings; copies of which shall be distributed to the Committee members and the Substance Abuse Program Director.

F. Mental Health Treatment Staff.

1. A Labor/Management Forum composed of two (2) Local No. 1 delegates and the Mental Health Director will meet at least quarterly to address the status and viability of the line staff/management working relationships. Areas of ongoing focus will be communication and mutual cooperation. Specific issues of clinical, professional and programmatic concern can be addressed as necessary. An agenda of items to be discussed will be submitted to the Mental Health Director at least two (2) weeks prior to the scheduled meeting.

2. The Health Services Department agrees to meet and confer with the Union before contracting out any presently County operated Mental Health Programs employing Mental Health Staff.
3. Mental Health Treatment employees shall receive a weekend shift bonus of five dollars (\$5.00) per shift for each weekend shift worked which: 1) falls on weekends for which the employee is not scheduled to work in his/her normal work schedule; 2) falls between the beginning of the night shift on Friday and the end of the evening shift on Sunday; 3) is worked for the full duration of the shift; and 4) is not the result of a trade. The employee is to note such qualifying shifts on his/her time sheets in order to receive this compensation.
4. Incumbents of the Mental Health Specialist II, Senior Mental Health Counselor, Mental Health Clinical Specialist or Clinical Psychologist classes may be designated as unit leaders. Unit leader assignments shall be at the sole discretion of the Division Director. Duties of the unit leaders are described in the class specifications. Unit leaders will receive a differential of five percent (5%) of their base salary until such time as the unit leader assignment terminates. Unit leaders will continue to receive the five percent (5%) pay differential during the first thirty (30) calendar days of each absence for paid vacation, paid sick leave period, paid disability or other paid leave.

G. Pharmacy.

1. The County will grant forty (40) hours/year of continuing education leave to licensed Pharmacists who are required by law to complete such course work as a condition of renewing their license.
2. Where only one licensed Pharmacist is on duty at the Main Hospital Pharmacy on a given day, and the Pharmacy cannot be closed for one-half ($\frac{1}{2}$) hour to permit that Pharmacist an unpaid lunch period, the Pharmacist will be scheduled to work a straight eight (8) hour shift with a paid lunch period.

H. Cardio-Pulmonary.

1. The Health Services Department will continue the practice of staggered lunch periods to permit one-half ($\frac{1}{2}$) hour unpaid lunch periods for Respiratory Care Practitioners I/II.
2. The County will grant ten (10) hours/year of continuing education leave to Respiratory Care Practitioners I/II who are required by law to complete such course work as a condition of renewing their State Respiratory CAUP Practitioner Certificate. Employees may carry

over CE leave from one year to the next to a maximum of twenty (20) hours without restriction.

I. Radiologic & Ultrasound Technologists.

1. Radiologic and Ultrasound Technologists required to be on-call will be compensated with one (1) hour of pay for each two (2) hours of on-call time.
2. A five percent (5%) differential will be paid to any qualified Radiologic Technologist when scheduled to perform mammograms or CT scans on the day shift, Monday through Friday, or when completing the necessary paperwork. When performing CT scans or mammograms at other times, Radiologic Technologists will be paid the five percent (5%) differential for actual time spent performing the procedure and completing the necessary paperwork.
3. When performing an angiogram other than day shift, Monday through Friday, the Radiologic Technologist will be compensated at a flat rate of \$500 per procedure.
4. Each full-time employee in the classes of Ultrasound Technologist I & II, and Junior & Senior Radiologic Technologist will be granted twelve (12) hours per year of continuing education (CE) leave to complete courses required for license renewal. For permanent part-time employees, CE leave will be prorated based on their assigned hours. Employees may carry over CE leave from one year to the next to a maximum of twenty-four (24) hours without restriction.

J. Dietitians. Full-time employees in a classification requiring possession of a Registered Dietitian's Certification shall be granted twenty (20) hours per fiscal year of continuing education (CE) time off to complete the course work required for renewal. Permanent part-time employees will have their CE time entitlement prorated on the basis of the number of hours of their position in relation to the regular forty (40) hour work week.

Employees may carry over the CE leave from one year to the next for a maximum of forty (40) hours, without restriction.

K. Public Health Nutritionists. Full-time employees in a classification requiring possession of a Registered Dietitian's Certification shall be granted twenty (20) hours per fiscal year of continuing education (CE) time off to complete the course work required for renewal. Permanent part-time employees will have their CE time entitlement prorated on the basis of the number of hours of their position in relation to the regular forty (40) hour work week.

58.9 - Investigative Unit

Employees may carry over the CE leave from one year to the next for a maximum of forty (40) hours, without restriction.

- L. The following vacation accruals shall be effective October 1, 1981 for employees in the Health Services Unit and other accruals listed in Section 13.2 shall not apply:

<u>Length of Service</u>	<u>Monthly Accrual</u>		<u>Maximum Cumulative</u>
	<u>Hours</u>	<u>Hours</u>	
Under 15 years	10	240	
15 through 19 years	13-1/3	320	
20 through 24 years	16-2/3	400	
25 through 29 years	20	480	
30 years and up	23-1/3	560	

- M. Holiday Meal. Employees in this unit who are employed at the CCCRMC and are required to work on Thanksgiving, Christmas or New Year's Day will be provided a free meal in the Hospital Cafeteria between the hours of 6:30 a.m. and 6:30 p.m. This provision only applies to employees working on the day the holiday actually falls.
- N. Advance Step Appointments. The County may hire new employees into classes in this bargaining unit at any step of the salary range for the particular class. Consideration shall be given to the qualifications of the appointee relative to current incumbents and shall advise the Union of any appointments made at a salary level higher than an incumbent with equal qualifications.
- O. Unpaid Lunch Schedule. If the Health Services Department determines that scheduled work days which include a paid lunch period (typically eight (8) hour days) are inconsistent with operational needs they may be rescheduled to include an unpaid lunch period with thirty (30) days notice.

58.9 - Investigative Unit

- A. The Side Letters of Agreement between the Data Processing Division of the County Administrator's Office and Local No. 1 relative to shift/vacation bidding and the overtime sign up system shall be continued for the duration of the MOU, provided, however, that should management desire to change same, they will meet and confer before implementing a change.
- B. The deep class resolution for Collection Services Officer shall remain in effect for the duration of this MOU unless modified by mutual agreement.
- C. The Office of the Public Defender will continue the current policy regarding the use of County cars by Public Defender Investigators.

- D. The following vacation accruals shall be effective for employees in the Investigative Unit and other accruals listed in Section 13.2 shall not apply.

<u>Length of Service</u>	<u>Monthly Accrual</u>		<u>Maximum Cumulative</u>
	<u>Hours</u>	<u>Hours</u>	
Under 15 years	10		240
15 through 19 years	13-1/3		320
20 through 24 years	16-2/3		400
25 through 29 years	20		480
30 years and up	23-1/3		560

58.10 - Library Unit

- A. Section 12 of this MOU regarding holidays is modified for all employees in the classifications of this unit to delete the day after Thanksgiving as a holiday and to add the Day before Christmas as a holiday. The libraries will close at 6:00 p.m. on the day before Thanksgiving.
- B. The Libraries will close at 5:00 p.m. on New Year's Eve. Employees shall rearrange their work schedules so that they work a full eight (8) hour shift.
- C. It is the position of the Library Department that employees in classes represented in the Library Unit are on their own time during their lunch period and are not subject to be called back to work during their lunch period.
- D. For those Library employees whose day off occurs on a Friday payday, the Library Administration will make every attempt to have their paychecks available at the Library Administration Office prior to 5:00 p.m. on the Thursday immediately preceding that Friday payday. Representatives of the affected employees shall submit by 12:00 noon on that Thursday to the Supervising Clerk in Library Administration a list of names and work locations of the employees whose day off will occur on the Friday paydays and who are desirous of picking up their checks on Thursday.
- E. The Library agrees to continue to explore maximizing two days off in a row for library personnel covered by this MOU.
- F. County Library personnel shall get a five percent (5%) differential for all scheduled hours worked between 6:00 p.m. and 9:00 p.m.
- G. Employees in the Library Unit, who work Saturday shall receive a five percent (5%) differential for all hours worked on such Saturday. Said five

percent (5%) differential shall not apply to any overtime hours worked on Saturday.

- H. In the event that Sunday is to become part of the scheduled work week for Library Unit employees, the County agrees to meet and confer with the Union regarding those employees who will be assigned to work Sunday as part of their regularly scheduled work week.
- I. The County Library Reassignment Policy shall be as follows:

Definition. A reassignment is the voluntary or involuntary transfer or movement of an employee from one work site to another in the same classification.

Reassignment Criteria. Reassignments are made to facilitate the Library System's service function and efficiency. Library Administration shall make reassignments based on the needs of the branch/system in relation to public service and will consider the following employee factors as they relate to these needs: the employee's job performance and development, the employee's subject/age specialization, the employee's seniority in the classification within the department, the distance between the work site and the employee's residence, and the assignment preferences of the employee as obtained by the procedures outlined below.

When circumstances other than seniority appear to Administration to equally or nearly equally meet the system service needs, then seniority shall govern.

In accordance with the above criteria, the Administration shall consider all internal requests for reassignment before making an appointment from any eligibility list and in no event shall reassignments be utilized for disciplinary purposes.

Procedures for Reassignment. Any employee may submit a request for reassignment to Administration at any time. Such requests will be kept on file for the current fiscal year.

Announcement of vacancies from resignations or promotions shall be distributed to all geographic work sites for a posting period of five work days. The announcement shall include: (1) Classification and total hours of position; (2) Work site; (3) Age-level assignments. During the posting period, the vacancy shall not be filled.

Vacancies occurring from transfers (spin-offs) cannot, in the interest of time, always be posted; but when such spin-off transfers can be anticipated, Library Administration will notify appropriate employees so that requests for voluntary reassignment from interested employees can be obtained prior to any reassignment decision.

Before any decisions necessitating involuntary reassignments are made, Administration will solicit information from employees involved regarding their career development, goals, assignment preferences and their view of branch needs. This information will generally be obtained through employee conferences with Deputy County Librarian or Assistant County Librarian.

Whenever feasible, an employee who is reassigned will be given two (2) weeks notice.

Any employee who has been reassigned or any employee who has requested a vacancy and is not reassigned to that position, may request to meet with Administration to discuss the reasons for the decision, or may request the reasons be provided in writing.

- J. The Librarians assigned to work in the County Detention Facility shall receive in addition to his/her base pay a differential of five percent (5%) of base pay differential as premium compensation for this assignment.
- K. The Library Practice Advisory Committee shall continue for the duration of this MOU.
- L. The County Library agrees to continue the present vacation scheduling policy. Vacations in the Library Department are scheduled by location. Preference of vacation shall be given to employees at that location according to County service, as reasonably as possible. Vacation requests will be submitted by employees for the twelve (12) month period, March 1 to February 28. Preference in choices of dates will be given on the basis of greatest County service of employees submitting vacation requests by March 1, irrespective of employee organization affiliation.

The process shall consist of the employee in the branch (or other work unit assigned), with most County service making his/her first choice of one continuous block of time, and continuing to the next most senior employee, until each employee, on this first round, shall have been assigned his/her first choice (second or third if more senior employee(s) also requested the dates). This procedure shall be repeated for the second block of time, with the next most senior employee who requested at least two blocks of time, having first choice, from the remaining vacant time slots, and so on, for as many rounds of assignment as there were blocks of vacation time requested. Completed vacation schedule will then be posted in the branch or other work unit. Those employees unable to specify a choice of dates will turn in a vacation request form with no choices indicated. Subsequent requests can then be made, in writing, at least two weeks before the

requested vacation time. These requests will be granted on a "first come, first served" basis.

Employees may cancel or reschedule their granted vacation dates. These cancellations and requests for rescheduling should be made, in writing, at least two weeks before the canceled or rescheduled vacation time. The rescheduling will be granted or denied according to same "first come, first served" basis mentioned above.

All cancellations of previously approved vacation dates will be posted on Vacation Schedule, and be available to other employees on the basis of seniority rather than "first come, first served." Upon reassignment, employees take their approved vacation dates with them to their new location.

- M. The Library Department shall make every effort consistent with efficient operations to provide that no employee shall be scheduled to work more than two (2) after 6:00 p.m. shifts in a calendar week, unless that employee specifically requests that shift for a specified period of time.

No employee shall work more than half the Saturday shifts within a mutually agreed upon period of time (two (2) or eight (8) week cycles), unless that employee specifically requests that shift for a specified period of time.

Thirty-two (32) and twenty (20) hour employees will maintain a four (4) day work week unless employees specifically agree to a variant days-off schedule. Choice of shift assignments at a work site shall be determined by County seniority in class.

However, employees who mutually agree to trade shift assignments at a given work site may do so, on a temporary or permanent basis, depending on their mutual agreement.

- N. Thirty-two (32) hour employees who voluntarily reduced their hours to reduce the impact of layoff shall be treated as forty (40) hour employee's for purposes of a future layoff pursuant to Section 11.4 of this MOU.
- O. Permanent full-time and permanent part-time staff represented by the Library Unit of Local One shall be eligible for reimbursement of up to twenty-five dollars (\$25) per fiscal year for membership in either the American Library Association or the California Library Association. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

The following vacation accruals shall be effective October 1, 1981 for employees in the Library Unit and other accruals listed in Section 13.2 shall not apply.

<u>Length of Service</u>	<u>Monthly Accrual</u>		<u>Maximum Cumulative</u>
	<u>Hours</u>	<u>Hours</u>	
Under 15 years	10		240
15 through 19 years	13-1/3		320
20 through 24 years	16-2/3		400
25 through 29 years	20		480
30 years and up	23-1/3		560

P. When there are promotional or open and promotional exams for positions within the Library, the Library will provide training for staff members who meet the qualifications for the position in order to assist staff to prepare for the exam.

Q. The County shall continue to provide to the Union a copy of any layoff or recall list(s) for all affected employees in the unit. Furthermore, it is agreed that the County shall continue to recall for all assignments, whether permanent, short-term or provisional, employees who have been reduced in time, demoted or reassigned to Permanent-Intermittent in strict seniority order.

In addition, the County agrees to keep a written record of all offers of employment and assignments to affected employees and to make such information available to the Union upon request. Qualified eligible permanent employees will be considered for acting or provisional appointments before filling vacancies with temporary employees.

R. The County and Union agree to establish a joint labor-management task force to discuss workload related issues. The task force shall consist of up to three members selected by the Union and up to three members selected by management.

S. The Library will request that all vacant, funded permanent positions be filled following the adoption of the 1994-95 budget.

T. The County agrees that all provisions of the July 1, 1993 side letter regarding the San Ramon Library will remain in effect for the term of this MOU.

U. Effective February 1, 2000, employees in the classification of Library Assistant who are regularly assigned "in Charge" at the Outlets (Rodeo, Crockett, Bay Point), shall be classified Library Assistant-Advanced Level.

58.11 - Probation Unit

- V. The following applies to all Permanent-Intermittent employees appointed after November 19, 1999, and to all current Permanent-Intermittent employees as of January 1, 2001:

Permanent-Intermittent employees will be notified before being employed that they must agree to be available to work at least 200 hours per year, and must be available to work no less than six (6) Sundays per year.

The County agrees to make every effort to fill all existing Permanent-Intermittent vacancies.

58.11 - Probation Unit

- A. Pursuant to the Departmental Memorandum of October 28, 1974, the Probation Department will continue to receive and consider proposals for adjusted hours for employees in the Department subject to the criteria set forth in the aforementioned memorandum.

Individual Deputy Probation Officers currently on a 4/10 schedule may remain on said schedule for the duration of the MOU except when a change to a 5/8 schedule is mutually agreed upon between the employee and their immediate supervisor. However, as positions vacate, the Probation Department reserves the prerogative to change the assignment to a 5/8 work schedule before refilling it. Nothing herein precludes supervisors from recommending that vacated 4/10 positions be retained.

- B. The current reassignment policy for Deputy Probation Officers in the Probation Department which is attached hereto shall remain in effect for the duration of this MOU unless modified by mutual agreement.
- C. It is the policy of the Probation Department that all unit supervisors hold personal evaluations and submit a written evaluation to all Deputy Probation Officers whenever such officers transfer from their units.
- D. The Department-Wide Probation Services Advisory Committee shall continue during the term of this MOU.
- E. The Probation Department will establish separate subcommittees of the Probation Services Advisory Committee for each of the major juvenile institutions (Orin Allen Youth Rehabilitation Facility, Chris Adams Girls Treatment Center and Summit Center for Boys) prior to the expiration of this MOU on a trial basis. Representation on each such committee will consist of two (2) Probation Counselors selected by the Union together with

the manager of the facility. The subcommittee shall meet quarterly at a mutually agreeable time and place, discuss and resolve issues of mutual concern. The subcommittee may refer some problems to the department-wide committee for resolution.

- F. Probation Counselors who are designated as Juvenile Hall transportation officers by the Probation Department shall celebrate Admission Day, Columbus Day and Lincoln's Birthday as holidays in accordance with Section 12.1 of this MOU. It is understood that, with advance notice, transportation officers may be required to work one or more of these holidays at the holiday rate of pay.
- G. If Independence Day, Christmas Day or New Year's Day fall on a Saturday or a Sunday, Probation Counselors working in Probation Department twenty-four (24) hour institutions shall celebrate that Saturday or Sunday as the holiday. A Probation Counselor will be paid the holiday rate of pay if he/she is required to work a Saturday and/or Sunday, Independence Day, Christmas Day and/or New Year's holiday.
- H. Applicants who currently occupy a permanent peace officer position in the Probation Department will not be required to complete the psychological screening or background investigation to promote to other peace officer positions in the Probation Department. Specifically, permanent Probation Counselors participating in the current promotional Deputy Probation Officer II examination will not be required to complete either psychological screening or a background investigation. Individuals who have only temporary Probation Counselor time with the County will be required to complete the full scale psychological and background investigation.
- I. Effective the first of September 1990 temporary employees in the job classifications of Probation Counselor I, II or III who have completed 2080 hours of employment are eligible to receive time and one-half (1-1/2) for working a holiday.
- J. Permanent Probation Counselors of the Juvenile Hall, the Juvenile Community Services Program, Orin Allen Youth Rehabilitation Facility, Home Supervision, Chris Adams Girls Treatment Center and Summit Center for Boys will receive seven and one-half percent (7.5%) differential premium pay when assigned as "Lead Counselor" for the assigned shift or for the duration of the "Lead Counselor" assignment, when replacing the Building Supervisor (Institutional Supervisor II) at Juvenile Hall and when replacing Institutional Supervisor I's at Orin Allen Youth Rehabilitation Facility.

Permanent Probation Counselors assigned Lead Counselor duties and responsibilities will receive this monetary compensation for hours worked.

To receive this compensation, Lead Counselors must work the assigned shift and provide direction for one or more co-workers.

Facility administrators have the sole responsibility for selecting and assigning Lead Counselors. The selection process shall include an assessment of experience, skills, leadership abilities, seniority, and the needs of the unit or facility among other considerations. The assignment may apply to Probation Counselors I, II and III depending on the above criteria when the supervisor designates the "Lead Counselor."

The selection and assignment of Probation Counselors in accordance with the above criteria is not grievable.

- K. Title Change. The class titles of Group Counselor I, II and III shall be Probation Counselor I, II and III respectively.
- L. Posting of Vacant Positions. If a vacant position in a juvenile institution is not posted within thirty (30) days, a notice of the reasons why not shall be posted.

When a vacancy occurs within a Probation Counselor Unit (Diablo, Sierra, Orin Allen Youth Rehabilitation Facility, Chris Adams Girls Treatment Center, Summit Center for Boys, Home Supervision, Diversion), that vacancy (shift schedule) will be offered to the Probation Counselors within that unit prior to being posted Department wide. If three (3) or more people apply for the vacant position from within the unit, only the three (3) most senior employees will be considered. If less than three (3) people apply for the vacant position, the hiring manager may post the vacancy throughout the Department in order to have three (3) employees from whom to choose. If, after posting the vacancy there are still less than three (3) employees, the institutional manager is entitled to add names from the eligible list to have three (3) people from whom to choose.

- M. Pregnancy Limited Duty. Once an employee has been granted limited duty status for maternity reasons by the County, such employee may, with specific medical verification, request and receive reassignment to a work location which shall not require the employee to have a physical presence during the term of the pregnancy on any living unit at juvenile hall.